

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFG 700) ▶		RATING	PAGE 1 OF 83 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. NNA090248332R-AMR	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 1/9/2009	6. REQUISITION/PURCHASE NO. 4200248332	
7. ISSUED BY NASA Ames Research Center Attn: Janessa M. Schantin, 241-1 Moffett Field, CA 94035-1000		CODE	8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 6 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8 or, if handcarried, in the depository located in **Bldg. 241, Room 202** until **1:00 PM** local time on TBD.

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Janessa M. Schantin	B. TELEPHONE NO. (NO COLLECT CALLS) (650) 604-3558	C. EMAIL ADDRESS Janessa.M.Schantin@nasa.gov
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within ___ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) ▶	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

SOLICITATION for offerors and related documents
numbered and dated:

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO. AREA CODE NUMBER EXT	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE
			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ▶	ITEM 25
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		28. AWARD DATE	

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) and work shall be accomplished in accordance with the Statement of Work (SOW) set forth in Section C and entitled “Advanced Concepts Evaluation System” (ACES).

Line Item (CLIN)	Description	Qty	Unit	Estimated Total Value
01	Airspace Concept Evaluation System (ACES) Enhancement and Support For the Base Period set forth in Section F.2	1	Lot	Estimated Cost \$TBD <u>Fixed Fee \$TBD</u> Total CPFF \$TBD
02	Airspace Concept Evaluation System (ACES) Enhancement and Support For the Option 1 Period set forth in Section F.2	1	Lot	Estimated Cost \$TBD <u>Fixed Fee \$TBD</u> Total CPFF \$TBD
03	Airspace Concept Evaluation System (ACES) Enhancement and Support For the Option 2 Period set forth in Section F.2	1	Lot	Estimated Cost \$TBD <u>Fixed Fee \$TBD</u> Total CPFF \$TBD
04	Airspace Concept Evaluation System (ACES) Enhancement and Support For the Option 3 Period set forth in Section F.2	1	Lot	Estimated Cost \$TBD <u>Fixed Fee \$TBD</u> Total CPFF \$TBD

(End of Clause)

B.2 1852.216-74 ESTIMATED COST AND FIXED FEE. (DEC 1991)

The estimated cost of this contract is TBD exclusive of the fixed fee of TBD. The total estimated cost and fixed fee is TBD.

(End of clause)

B.3 FIXED FEE RATE

The Government and the Contractor agree that the fixed fee percentage specified in attachment J.1(a)7 shall be used to calculate the fixed fee dollars. The fixed fee percentage will be applied and calculated on the total negotiated **estimated** (not actual) cost. The fixed fee rate proposed on the basic contract, and shown in attachment J.1(a)7, shall be used for any proposals for equitable adjustment under the changes clause when an increase to fixed fee is appropriate.

(End of clause)

B.4 1852.232-81 CONTRACT FUNDING. (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$TBD. This allotment is for TBD and covers the following estimated period of performance: TBD from date of award.

(b) An additional amount of \$TBD is obligated under this contract for payment of fee.

(End of clause)

B.5 LIMITATION OF INDIRECT COSTS

(a) Within each of the Contractor's fiscal years, the Contractor shall not charge or be reimbursed by the Government, under this or any other Government contract, for indirect costs in excess of the individual indirect expense dollars derived by the application of the indirect cost ceiling rates to the appropriate base(s) as set forth in attachment J.1(a)7.

(b) The limitations may be adjusted at the discretion of the Contracting Officer to the extent that increases to the Contractor's indirect costs are caused by:

(i) New or revised statutes and court decisions and/or written ruling or regulation by the Internal Revenue Service or any other taxing authority.

(ii) Wage determinations and/or regulations issued by the Department of Labor pursuant to the Service Contract Act of 1965, as amended.

(c) A proposal for any adjustment under paragraph (b) must be in sufficient detail to establish that the cause of the amount of adjustment requested was solely due to the permitted conditions stated in the paragraph. It must be submitted no later than 60 days after the condition(s) become known, or should have become known, to the Contractor. The amount of adjustment, if any, is at the discretion of the Contracting Officer and shall not be subject to the Disputes clause.

(End of Clause)

B.6 ESTIMATED COST INCREASES

(a) On cost-plus-fixed-fee contracts, a fixed fee shall be established for the contract based on estimated costs. In the event the contractor requires additional funds to complete the contract due to an overrun, no additional fee will be paid.

(b) The Contractor shall notify the Contracting Officer in writing when the Contractor has reason to believe that the total cost for performance of this contract, exclusive of any fee, will be either greater or substantially less than the total estimated cost stated in this contract. Notification shall not be delayed pending preparation of a proposal.

(c) A proposal is required to support a request for an increase in the estimated cost of the contract. The proposal should be submitted as soon as possible after the above notification but no later than 115 calendar days before the incurred costs are expected to exceed the estimated

cost. This will allow adequate time for the Government to evaluate the proposal and to mutually establish any increase in estimated cost with the Contractor.

(d) (1) The proposal shall be submitted in the following format unless some other format is directed or approved by the Contracting Officer:

- Incurred costs to date
- Projected cost to completion
- Total cost at completion
- Current negotiated estimated cost
- Requested increase in estimated cost

(2) The “projected cost to completion” shall consist of the following “cost or pricing data” unless the Contracting Officer requests or approves the submittal of a greater or lesser amount of information:

(i) Elements of cost with supporting detail for estimated direct labor hours, direct and indirect rates, materials and subcontracts, and other elements.

(ii) Supporting explanation for the increases and projections, sufficient for the Government to understand the reasons for the increased estimated cost.

(End of Clause)

[END OF SECTION]

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SPECIFICATION/STATEMENT OF WORK

Work shall be accomplished in accordance with the specification/statement of work entitled "Airspace Concept Evaluation System (ACES)" dated December 18, 2008, and incorporated in Section J.

(End of Clause)

[END OF SECTION]

SECTION D - PACKAGING AND MARKING

D.1 1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION. (SEP 2005)

(a) The Contractor shall comply with NASA Procedural Requirements (NPR) 6000.1, "Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components," as may be supplemented by the statement of work or specifications of this contract, for all items designated as Class I, II, or III.

(b) The Contractor's packaging, handling, and transportation procedures may be used, in whole or in part, subject to the written approval of the Contracting Officer, provided (1) the Contractor's procedures are not in conflict with any requirements of this contract, and (2) the requirements of this contract shall take precedence in the event of any conflict with the Contractor's procedures.

(c) The Contractor must place the requirements of this clause in all subcontracts for items that will become components of deliverable Class I, II, or III items.

(End of clause)

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)-- SECTION E

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause may be accessed electronically at this/these address(es):

FAR: <http://www.acqnet.gov/far/>

NFS: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

52.246-5 INSPECTION OF SERVICES- COST-REIMBURSEMENT (APR 1984) 52.246-8 INSPECTION OF RESEARCH AND DEVELOPMENT—COST REIMBURSEMENT (MAY 2001)

(End of clause)

E.2 1852.246-72 MATERIAL INSPECTION AND RECEIVING REPORT (AUG 2003)

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in four (4) copies, an original and three (3) copies.

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of clause)

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)-- SECTION F

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause may be accessed electronically at this/these address(es):

FAR: <http://www.acqnet.gov/far/>

NFS: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

52.247-34 F.O.B. DESTINATION. (NOV 1991)

52.242-15 STOP-WORK ORDER. (AUG 1989) - ALTERNATE I (APR 1984)

(End of clause)

F.2 PERIOD OF PERFORMANCE

(a) BASE PERIOD

The Base period of performance of this contract shall be two years from Date of Award.

(b) OPTION PERIOD ONE

If exercised, the period of performance shall be for twelve (12) months from the end of the Base Period.

(c) OPTION PERIOD TWO

If exercised, the period of performance shall be for twelve (12) months from the end of Option Period One.

(d) OPTION PERIOD THREE

If exercised, the period of performance shall be for twelve (12) months from the end of Option Period Two.

(End of clause)

F.3 PLACE OF PERFORMANCE

The contract shall be performed at the following location(s): at the Contractor's place of business with limited onsite performance at NASA Ames Research Center and at such other locations as may be directed by the Contracting Officer.

(End of clause)

F.4 NOTICE OF DELAY (ARC 52.249-90) (FEB 1997)

If, because of technical difficulties, the Contractor becomes unable to complete the contract work at the time specified, notwithstanding the exercise of good faith and diligent efforts in performing the work called for under this contract, the Contractor shall give the Contracting Officer written notice of the anticipated delay and the reasons for it. The notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the Contractor but in no event less than 45 days before the completion date specified in this contract, unless otherwise permitted by the Contracting Officer. When notice is given, the Contracting Officer may extend the time specified in the Schedule for such period as is deemed advisable.

(End of clause)

F.5 DELIVERY OF REPORTS

Unless otherwise specified, all reports shall be addressed to the recipients listed in Section J, Attachment J.1(a) 5, "Contract Data Requirements List."

(End of clause)

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)-- SECTION G

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause may be accessed electronically at this/these address(es):

FAR: <http://www.acqnet.gov/far/>

NFS: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

1852.227-70 NEW TECHNOLOGY. (MAY 2002)

1852.227-86 COMMERCIAL COMPUTER SOFTWARE—LICENSING. (DEC 1987)

1852.242-70 TECHNICAL DIRECTION. (SEP 1993)

1852.242-71 TRAVEL OUTSIDE OF THE UNITED STATES. (DEC 1988)

1852.242-73 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING. (NOV 2004)

**1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF
CONTRACTORS. (SEP 2007)**

(End of clause)

G.2 1852.216-87 SUBMISSION OF VOUCHERS FOR PAYMENT. (MAR 1998)

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b) (1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

NASA Shared Services Center (NSSC)
Financial Management Division (FMD) --Accounts Payable
Bldg. 1111, Road C
Stennis Space Center, MS 39529

Electronic submission is also authorized, via email NSSC-AccountsPayable@nasa.gov or fax 866-209-5415.

(2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(3) Copies of vouchers should be submitted as directed by the Contracting Officer.

(c) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the contractor shall prepare and submit vouchers as follows:

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to: DCAA

(2) Five copies of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:

(i) Copy 1 NASA Contracting Officer

(ii) Copy 2 Auditor

(iii) Copy 3 Contractor

(iv) Copy 4 Contract administration office; and

(v) Copy 5 Project management office.

(3) The Contracting Officer may designate other recipients as required.

(d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to:

NASA Shared Services Center (NSSC)
Financial Management Division (FMD) --Accounts Payable
Bldg. 1111, Road C
Stennis Space Center, MS 39529

Electronic submission is also authorized, via email NSSC-AccountsPayable@nasa.gov or fax 866-209-5415.

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

(e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of clause)

G.3 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE. (JUL 1997)

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights - Retention by the Contractor (Short Form)," whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

New Technology Representative (Code VP)
NASA Ames Research Center
M/S 202A-3
Moffett Field, CA 94035-1000

Patent Representative (Code DL)
NASA Ames Research Center
M/S 202A-4
Moffett Field, CA 94035-1000

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights - Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of clause)

G.4 1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED PROPERTY. (DEVIATION) (SEP 2007)

(a) The Contractor shall provide all property required for the performance of this contract. The Contractor shall not acquire or construct items of property to which the Government will have title under the provisions of this contract without the Contracting Officer's written authorization. Property which will be acquired as a deliverable end item as material or as a component for incorporation into a deliverable end item is exempt from this requirement.

(b)(1) In the event the Contractor is unable to provide the property necessary for performance, and the Contractor requests provision of property by the Government, the Contractor's request shall--

(i) Justify the need for the property;

(ii) Provide the reasons why contractor-owned property cannot be used;

(iii) Describe the property in sufficient detail to enable the Government to screen its inventories for available property or to otherwise acquire property, including applicable manufacturer, model, part, catalog, National Stock Number or other pertinent identifiers;

(iv) Combine requests for quantities of items with identical descriptions and estimated values when the estimated values do not exceed \$100,000 per unit; and

(v) Include only a single unit when the acquisition or construction value equals or exceeds \$100,000.

(2) Contracting Officer authorization is required for items the Contractor intends to manufacture as well as those it intends to purchase.

(3) The Contractor shall submit requests to the Contracting Officer no less than 30 days in advance of the date the Contractor would, should it receive authorization, acquire or begin fabrication of the item.

(c) The Contractor shall maintain copies of Contracting Officer authorizations, appropriately cross-referenced to the individual property record, within its property management system.

(d) Property furnished from Government excess sources is provided as-is, where-is. The Government makes no warranty regarding its applicability for performance of the contract or its ability to operate. Failure of property obtained from Government excess sources under this clause is insufficient reason for submission of requests for equitable adjustments discussed in the clause at 52.245-1, Government Property.

(End of clause)

G.5 1852.245-76 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1. (DEVIATION) (SEP 2007)

(a) For performance of work under this contract, the Government will make available Government property identified below or in Attachment not applicable of this contract on a no-charge-for-use basis pursuant to the clause at FAR 52.245-1, Government Property. The Contractor shall use this property in the performance of this contract at [*Insert applicable site(s) where property will be used*] and at other location(s) as may be approved by the Contracting Officer. Under FAR 52.245-1, the Contractor is accountable for the identified property.

Item Description [TBD]
Acquisition Date [TBD]
Acquisition Cost [TBD]
Quantity [TBD]
If equipment Manufacturer [TBD] Model [TBD] Serial Number [TBD]

(Insert a description of the item(s), quantity, acquisition cost, and date the property will be furnished to the Contractor)

(End of clause)

[END OF SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)-- SECTION H

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause may be accessed electronically at this/these address(es):

FAR: <http://www.acqnet.gov/far/>

NFS: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING. (NOV 2004)

1852.223-70 SAFETY AND HEALTH. (APR 2002)

1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY. (FEB 2002)

1852.225-70 EXPORT LICENSES (insert "Ames Research Center" in paragraph (b))

1852.235-73 FINAL SCIENTIFIC AND TECHNICAL REPORTS. (DEC 2006)

1852.244-70 GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM. (APR 1985)

(End of clause)

H.2 1852.235-71 KEY PERSONNEL AND FACILITIES. (MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

[List here the personnel and/or facilities considered essential, unless they are specified in the contract Schedule.]

(End of clause)

H.3 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS. (AUG 1992)

(a) The on-site Government personnel observe the following holidays:

- New Year's Day
- Labor Day
- Martin Luther King, Jr.'s Birthday
- Columbus Day
- President's Day
- Veterans Day
- Memorial Day
- Thanksgiving Day
- Independence Day
- Christmas Day
- Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

ALTERNATE I (SEPT 1989)

(c) On-site personnel assigned to this contract shall not be granted access to the installation during the holidays in paragraph (a) of the clause, except as follows: the Contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative. If the Contractor's on-site personnel work during a holiday other than those in paragraph (a) of this clause, no form of holiday or other premium compensation shall be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work that would have been overtime regardless of the status of the day as a holiday.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site, unless otherwise instructed by the Contracting Officer.

ALTERNATE II (OCT 2000)

(e) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), Contractor personnel working on-site should also be dismissed. However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

(f) Whenever administrative leave is granted to Contractor personnel pursuant to paragraph (e) of this clause, it shall be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of cost under this contract for employees in accordance with the Contractor's established accounting policy.

(End of clause)

H.4 EMERGENCY PREPAREDNESS AND RESPONSE (ARC 52.223-90) (SEP 2007)

(a) Contractors shall comply with Ames Procedural Requirements (APR) 1601.4, "Emergency Operations Plan."

(b) Contractors doing business with ARC are also employers in their own right and, as such, are responsible for protecting their employees, the environment, and property from the effects of hazardous events. Contractors shall develop and maintain appropriate emergency response and recovery plans, facility shutdown/startup plans, standard operations procedures, and checklists for emergency response to their facilities and operations. Contractors shall ensure training and certification of their employees as required to support their emergency response and recovery plan. Contractors shall participate in ARC drills and/or exercises to validate adequacy of emergency response and recovery plans and to ensure contractor employees are trained on how to respond. During a disaster/emergency, the contractor's Project Manager or other line supervisor shall be prepared to provide personnel accountability and facility status information to the designated NASA Facility Manager or Emergency Operations Center (EOC) Representative.

(c) Many contractor employees also serve as emergency response or mission essential resources with regards to performing certain emergency response and recovery functions associated with the overall NASA Ames Research Center and agency response. As such, their emergency response or mission essential roles for the Center and agency need to be identified prior to an emergency or disaster. These individuals must also be notified of their roles, trained in their roles and participate in any drills that serve to increase the Center's effectiveness in responding to and recovering from emergencies and disasters.

(d) The contractor's obligation may include resolution of unusual or emergency situations, pursuant to FAR Part 18, "Emergency Acquisitions." The contractor may be required to assist NASA, within the general scope of work, but in currently unidentified ways, in preparation for, or in response to emergencies. Obligations under this requirement shall only arise under prescribed circumstances that enable NASA to utilize "Emergency Acquisition Flexibilities," as defined at FAR 18.001. If the emergency preparedness and response requirements result in changes to the contract, all contract adjustments will be processed in accordance with the changes clause.

(End of clause)

H.5 DISASTER ASSISTANCE AND RESCUE TEAM (DART) PARTICIPATION (ARC 52.223-91) (APR 2004)

(a) Contractor employees are eligible to participate in the Disaster Assistance and Rescue Team (DART) if approved in writing by the Contractor and appointed by the Government. If a Contractor approves of an employee's participation, the contractor agrees to modify the employee's position description to include participation in DART, and to provide additional indemnification (e.g., worker's compensation insurance, general liability, etc.) as may be necessary to protect its employee and/or the Government while the employee is participating in the program.

(b) DART Definition. This team is comprised of civil service, contractor, Ames Associate, resident agent, and military personnel that work at Ames Research Center, the NASA Research Park, and Moffett Federal Airfield. The team composition includes, but is not limited to, scientists, engineers, wind tunnel mechanics, aircraft mechanics, facility maintenance personnel, computer specialists, industrial hygienists, safety professionals, heavy equipment operators, administrative personnel, managers, procurement officials, and data specialists. DART is an umbrella organization that has ten functional groups. The groups are Search, Rescue, Hazardous Materials Response, Damage and Utility Control, Structural Assessment, Emergency Communications, Medical, Logistics, Technical Support, and Emergency Operations Center as well as the Emergency Communications Facility. Typically, participation will involve approximately 5% of the employee's (full) time, except for initial training/orientation, which will involve approximately 10% of the employee's (full) time. The executive management at Ames Research Center strongly encourages contractor participation on DART, which needs all of our support, as it has proven to be a valuable element of the Center's Emergency Service Program.

(End of Clause)

H.6 MANAGEMENT AND PROTECTION OF DATA (ARC 52.227-93) (JUL 1988)

(a) In the performance of this contract it is anticipated that the Contractor may have access to, be furnished, use, or generate the following types of data (recorded information):

(1) data submitted to the Government with limited rights or restricted rights notices;

(2) data of third parties which the Government has agreed to handle under protective arrangements; and

(3) data generated by or on behalf of the Government which the Government intends to control the use and dissemination thereof.

(b) In order to provide management appropriate for protecting the interests of the Government and other owners of such data, the Contractor agrees with respect to data in category (a)(1) above, and with respect to any data in categories (a)(2) and (a)(3) when so identified by the Contracting Officer, to:

(1) use and disclose such data only to the extent necessary to perform the work required under this contract, with particular emphasis on restricting disclosure of the data to those persons who have a definite need for the data in order to perform under this contract;

(2) not reproduce the data unless reproduction of the data is specifically permitted elsewhere in the contract or by the Contracting Officer;

(3) refrain from disclosing the data to third parties without the written consent of the Contracting Officer; and

(4) return or deliver the data including all copies thereof to the Contracting Officer or his designated recipient when requested by the Contracting Officer.

(End of Clause)

H.7 HANDLING OF DATA (ARC 52.227-96) (JUN 1989)

(a) Paragraph (d)(1) of the "Rights in Data--General" clause of this contract permits the Government to restrict the Contractor's right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of the contract provided such restriction is expressly set forth in the contract. Pursuant to this authority, the following restrictions shall apply to such data and shall be included, in substance, in all subcontracts:

(b) Data specifically used.

(1) In the performance of this contract, it is anticipated the Contractor may have access, or be furnished, data (including financial, administrative, cost or pricing, or management information as well as technical data or computer software) of third parties which the Government has agreed to handle under protective arrangements, as well as such Government data for which the Government intends to control the use and dissemination.

(2) In order to protect the interests of the Government and the owners of such data, the Contractor agrees, with respect to such third party or Government data that is either marked with a restrictive legend or specifically identified in this contract or in writing by the Contracting Officer as being subject to this clause, to use and disclose such data only to the extent necessary to perform the work required under this contract, preclude disclosure of such data outside the Contractor's organization, and return or dispose of such data as directed by the Contracting Officer when the data is no longer needed for contract performance.

(3) Notwithstanding (2) above, the Contractor shall not be restricted in the use and disclosure of any data that becomes generally available without breach of this clause by this Contractor, is known to or is developed by the Contractor independently of any disclosure of proprietary, restricted, or confidential data hereunder, or is rightfully received by the Contractor from a third party without restriction.

(c) Data first produced.

Data first produced by the Contractor under this contract may include data for which the Government wants to control the use and dissemination. The Contracting Officer may require, or this contract may presently specify, that the Contractor apply restrictive legends to such identified data prior to delivery to the Government, or to third parties at the Government's direction, that restrict the use and disclosure of the data by any third party recipient. However, such restrictive legends shall in no way affect the Contractor's or the Government's rights to such data as provided in the "Rights in Data--General" clause of this contract.

(End of Clause)

H.8 SUBCONTRACTING AND DATA RIGHTS (ARC 52.227-97) (OCT 2006)

(a) It is strongly recommended that the Contractor flow down the data rights provisions of this contract to lower tier subcontractors to ensure that it can fulfill its data rights obligations to the Government. See Clause FAR 52.227-14(h), Rights in Data-General. The Contractor shall be held responsible to obtain rights for the Government where it fails to fulfill such obligations.

(b) Pursuant to Clause FAR 52.227-14(c)(2), the Contractor must obtain Contracting Officer approval before incorporating any data not first produced under the Contract into data delivered

under the contract. Before delivering such data, the Contractor must identify it and grant the Government, or acquire on its behalf, the broad licenses required by subparagraph (c) of the Rights in Data-General clause.

(End of clause)

H.9 INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION (ARC 52.227-98) (OCT 2004)

NASA shall have unlimited rights in information incidental to contract administration including administrative and management information created by the Contractor and specified for delivery to NASA in performance of the contract, expressly excluding financial information. Specifically, NASA shall have the right to release such administrative and management information to any third party to satisfy NASA's requirements.

(End of clause)

H.10 SEVERANCE PAY (ARC 52.231-90) (JUN 2008)

In conjunction with FAR 31.205-6(g), the severance pay cost shall not exceed 40 hours pay for each year of employment per employee up to a maximum of 80 hours per eligible employee. Severance cost eligibility computation for reimbursement shall also be limited to only the period of employment on the service contract at Ames Research Center. In no event shall the Government reimburse the Contractor for severance cost for employees who voluntarily accept employment in place with the succeeding contractor within ninety (90) days after completion of the current contract.

(End of clause)

H.11 PERFORMANCE ASSESSMENT

(a) As part of the Government's surveillance activities, a periodic performance assessment will be conducted under this contract. Information from the assessment may be provided to the contractor for corrective actions and performance improvement. Additionally, these assessments may be considered when the government is considering exercising an option, and may be reviewed as part of the past performance evaluations for future NASA requirements and may be ascertained by other organizations requesting past performance information.

(b) Examples of performance factors that may be used by the Government include but are not limited to the following:

OVERALL MANAGEMENT

Performance in attracting, developing, and retaining professional and management staff that meet the requirements of the contract. Contractor's management policies and procedures (including intellectual property management, organizational conflicts of interest, management and protection of data, handling of data and export control).

QUALITY

Quality of the work performed under the contract or task order.

TIMELINESS

Timeliness of completing the contract or task order milestones and submitting deliverables.

PRICE/COST

Ability to control, adjust and accurately project contract costs (estimated contract costs, not budget or operating plan costs). Ability to control the management and administration costs for this contract. Ability to control the direct labor, indirect and overtime costs. Optimal allocation of resources, including the use of part-time personnel. Cost reductions through the use of cost savings programs, cost avoidance programs, alternate designs and process methods. Reduced purchasing costs through increased use of competition will also be assessed.

OTHER

Ability to meet the small business goals set forth in the Contractor's subcontracting plan. Ability to manage subcontracts in support of the contract effort. Ability to ensure safety, and compliance with environmental impact restrictions.

(c) Periodic feedback to the Contractor will include an assessment of overall contract performance.

(End of clause)

H.12 INCORPORATION OF THE CONTRACTOR'S PROPOSAL

The Contractor's Mission Suitability proposal, including revision(s), submitted in response to the solicitation entitled "Airspace Concept Evaluation System (ACES)" is hereby incorporated into the contract by reference.

(End of clause)

H.13 SMALL DISADVANTAGED BUSINESS (SDB) PARTICIPATION – CONTRACT TARGETS (OFFEROR FILL IN)

(This clause does not apply to SDB Offerors unless the SDB Offeror has waived the price evaluation adjustment factor by completing paragraph (c) of FAR clause 52.219-23, *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns* in Section I of this solicitation.)

(a) FAR 19.1202-4(a) requires that SDB subcontracting targets be incorporated in the contract. Targets for this contract are as follows:

*NAICS Industry		
<u>Subsectors</u>	<u>Dollar Target</u>	<u>Percent of Contract Value</u>

(TO BE PROPOSED BY OFFEROR.)

Total

*North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce

(b) FAR 19.1202-4(b) requires that SDB concerns that are specifically identified by the Offeror be listed in the contract when the extent of the identification of such subcontractors was part of the subfactor on Small Business Utilization. SDB concerns (subcontractors) specifically identified by the Offeror are as follows:

Name of Concern(s): (TO BE PROPOSED BY OFFEROR)

The Contractor shall notify the Contracting Officer of any substitutions of the firms listed in paragraph (a) if the replacement contractor is not an SDB concern.

(c) If the prime Offeror is an SDB that has waived the price evaluation adjustment, the target for the work it intends to perform as a prime Contractor is as follows:

<u>Dollars</u>	<u>Percent of Contract Value</u>
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(TO BE PROPOSED BY OFFEROR)

(End of Clause)

H.14 ORGANIZATIONAL CONFLICTS OF INTEREST, AND LIMITATION ON FUTURE CONTRACTING

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is directed to FAR Subpart 9.5 - Organizational Conflicts of Interest.

(b) The nature of this potential conflict is:

The ACES fast time simulation software is being developed as a tool to be utilized by NASA, the FAA, other government agencies, universities, and private industry to conduct advanced air traffic management research. The software development process may require that the contractor have access to proprietary information regarding concepts, software models, and data developed by other parties. Since the contractor may also be a developer of air traffic management concepts and software models in work outside the scope of this contract, this creates a potential organizational conflict of interest.

(c) To avoid, neutralize, or mitigate the potential organizational conflict of interest, the following restrictions upon future contracting shall apply:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) The Contractor shall not, during the performance of the contract and for a period of three years following completion of performance thereof engage in the following activities:

- Develop competing concepts or software models or use any data in areas related to the proprietary information it had access to during the performance of the contract unless this information is released or otherwise made available to the public.
- Disseminate proprietary information within the Contractor organization or elsewhere beyond the Contractor group performing the work under this contract unless this information is released or otherwise made available to the public.

(d) If, in the performance of work under this Contract, the Contractor has access to Government Sensitive Data or third-party proprietary data, the Contractor shall protect such data from unauthorized use or disclosure so long as it remains proprietary. In addition, the Contractor shall not be permitted to use such data other than in performance under this Contract, unless:

(1) It receives the explicit written permission of the owner of such data and the Contracting Officer; or

(2) Such data has been released or otherwise made available to the public by the Government or the owner of the third party proprietary data.

In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this Contract, it shall treat such information in accordance with any use or dissemination restrictions imposed on such information.

Further, the Contractor shall not submit an unsolicited proposal to the Government which is based on such data until one year after such data is released or otherwise made available to the public; further, any unsolicited proposal submitted pursuant to this provision shall identify any relationship to work produced under this contract and any proposed use of such data.

(e) Additionally:

(1) If, in the performance of work under this Contract, the Contractor enters into a separate agreement with a company for the protection of Government Sensitive Data or third-party proprietary data, the Contractor shall furnish a copy of that agreement to the Contracting Officer.

(2) The Contractor must educate its employees, through formal training, not to divulge Government Sensitive Data or third-party proprietary data, trade secrets, confidential information, or restricted data of companies received in connection with the performance of work under this Contract. The Contractor shall provide a plan to implement this training for the approval of the Contracting Officer.

(3) The Contractor shall obtain from all employees having access to Government Sensitive Data or third-party proprietary data under this Contract a written agreement which shall prohibit those employees, during the term of their employment and thereafter, from disclosing to others or using for their own behalf, such data received in connection with the performance of work under this Contract, and from retaining a copy of such data after termination of their employment under this Contract.

(f) The term "Contractor" as used in this clause shall include (i) the corporate or other entity executing this Contract with the Government; (ii) such entity's parent, subsidiary, affiliate, or successor entities to the extent that the parent, subsidiary, affiliate, or successor entity has responsibility for the performance of work under this Contract; and (iii) the Contractor's subcontractors that (A) support ACES, as delineated in the Statements of Work of this Contract or (B) handle, receive, reduce, interpret, or transmit data obtained, used, or produced in conjunction with ACES.

(g) The term "Contract" as used in this clause shall include options, extensions, and any successor contracts performed or to be performed by the Contractor without any other contractor intervening.

(h) The term "Data" as used in this clause, means recorded information, regardless of form or media on which it may be recorded. The term includes technical data and computer software. The term further includes Government Sensitive Data or third-party proprietary data including proprietary data, trade secret information, data protected by the Privacy Act of 1974 (5 U.S.C. 552a) and other confidential or privileged technical, business or financial data.

(i) The term "Government Sensitive Data" as used in this clause means data for which the disclosure or use is controlled by the U.S. Statute or implementing published federal regulations or NASA policy and, where so identified, includes data first produced by the Contractor.

(j) The Contractor's Organizational Conflict of Interest Plan is incorporated by reference into this contract (see attachment J.1 (a)10). This plan addresses Organizational Conflicts of Interest at the contract level.

(k) The Contractor shall include paragraphs (a) through (j) of this clause in every subcontract. The Contractor shall be responsible for ensuring compliance with all of the provisions of this clause by each of its subcontractors.

(End of Clause)

[END OF SECTION]

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This section incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: <http://www.acqnet.gov/far/>

NFS: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

52.202-1 DEFINITIONS. (JUL 2004)

52.203-3 GRATUITIES. (APR 1984)

52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)

52.230-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (SEP 2007)

52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (DEC 2007)

52.203-14 DISPLAY OF HOTLINE POSTER(S). (DEC 2007)

NASA Inspector General Hotline: 1-800-424-9183

<http://oig.nasa.gov/hotline.html>

P.O. Box 23089

L'Enfant Plaza

Washington, DC 20026

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER. (AUG 2000)

52.204-7 CENTRAL CONTRACTOR REGISTRATION. (APR 2008)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (SEP 2006)

52.215-2 AUDIT AND RECORDS - NEGOTIATION. (JUN 1999)

52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)

52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATIONS (OCT 1997)

52.215-13 SUBCONTRACTOR COST OR PRICING DATA—MODIFICATIONS. (OCT 1997)

52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)

52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS. (OCT 2004)

- 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS. (JUL 2005)**
- 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS. (OCT 1997)**
- 52.216-7 ALLOWABLE COST AND PAYMENT. (DEC 2002):** Insert TBD in paragraph (3)
- 52.216-8 FIXED FEE. (MAR 1997)**
- 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999):** Insert “10 days”
- 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000):** Insert “10 days” and “60 days” in paragraph (a), and “5 years” in paragraph (c)
- 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS. (JUL 2005)**
 - [] Offeror elects to waive the evaluation preference.
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (MAY 2004)**
- 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. (APR 2008) - ALTERNATE II (OCT 2001)**
- 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN. (JAN 1999)**
- 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS. (SEP 2005) - ALTERNATE I (JUN 2003)**
 - (b) *Evaluation adjustment.* (1) the contracting officer will evaluate offers by adding a factor of 10% percent to the price of all offers, except--
 - [] Offeror elects to waive the adjustment.
- 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM—DISADVANTAGED STATUS AND REPORTING. (APR 2008)**
- 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (JUN 2007)**
- 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. (FEB 1997)**
- 52.222-2 PAYMENT FOR OVERTIME PREMIUMS. (JUL 1990)**
 - (a) The use of overtime is authorized under this contract if the overtime premium does not exceed zero or the overtime premium is paid for work.
- 52.222-3 CONVICT LABOR. (JUN 2003)**
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (FEB 1999)**
- 52.222-26 EQUAL OPPORTUNITY. (MAR 2007)**
- 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. (SEP 2006)**
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES. (JUN 1998)**
- 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. (SEP 2006)**
- 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. (AUG 2003)**
- 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)**
- 52.223-10 WASTE REDUCTION PROGRAM. (AUG 2000)**
- 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING. (AUG 2003)**
- 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)**
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)**
- 52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007)—ALTERNATE I (APR 1984)**
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (DEC 2007)**
- 52.227-11 PATENT RIGHTS—OWNERSHIP BY THE CONTRACTOR (DEC 2007)**
- 52.227-14 RIGHTS IN DATA—GENERAL. (DEC 2007)**
- 52.227-14 RIGHTS IN DATA—GENERAL. (DEC 2007) – ALTERNATE I (DEC 2007)**
- 52.227-14 RIGHTS IN DATA—GENERAL. (DEC 2007) – ALTERNATE II (DEC 2007):** Insert “(i) use (except for manufacture) by support service contractors. (ii) evaluation by nongovernment evaluators. (iii) use (except for manufacture) by other contractors

participating in the government's program of which the specific contract is part." in Limited Rights Notice of paragraph (g)(3).

- 52.227-14 RIGHTS IN DATA—GENERAL. (DEC 2007) – ALTERNATE III (DEC 2007)**
- 52.227-16 ADDITIONAL DATA REQUIREMENTS. (JUN 1987)**
- 52.227-17 RIGHTS IN DATA—SPECIAL WORKS AS MODIFIED BY NFS 1852.227-17 (DEC 2007)**
- 52.228-7 INSURANCE—LIABILITY TO THIRD PERSONS. (MAR 1996)**
- 52.230-2 COST ACCOUNTING STANDARDS. (APR 1998)**
- 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES. (OCT 2008)**
- 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS. (MAR 2008)**
- 52.232-17 INTEREST. (JUN 1996)**
- 52.232-18 AVAILABILITY OF FUNDS. (APR 1984)**
- 52.232-20 LIMITATION OF COST. (APR 1984)**
- 52.232-22 LIMITATION OF FUNDS. (APR 1984)**
- 52.232-23 ASSIGNMENT OF CLAIMS. (JAN 1986)**
- 52.232-25 PROMPT PAYMENT. (OCT 2003)**
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER CENTRAL CONTRACTOR REGISTRATION. (OCT 2003)**
- 52.233-1 DISPUTES. (JUL 2002) - ALTERNATE I (DEC 1991)**
- 52.233-3 PROTEST AFTER AWARD. (AUG 1996) - ALTERNATE I (JUN 1985)**
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)**
- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION. (APR 1984)**
- 52.237-3 CONTINUITY OF SERVICES. (JAN 1991)**
- 52.239-1 PRIVACY OR SECURITY SAFEGUARDS. (AUG 1996)**
- 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)**
- 52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (MAY 2001)**
- 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS. (JAN 1997)**
- 52.242-13 BANKRUPTCY. (JUL 1995)**
- 52.243-2 CHANGES - COST-REIMBURSEMENT. (AUG 1987) - ALTERNATE V (APR 1984)**
- 52.243-6 CHANGE ORDER ACCOUNTING. (APR 1984)**
- 52.243-7 NOTIFICATION OF CHANGES. (APR 1984)**
- 52.244-2 SUBCONTRACTS. (JUN 2007):** Insert "TBD" in paragraph (d); insert "TBD" in paragraph (j)
- 52.244-5 COMPETITION IN SUBCONTRACTING. (DEC 1996)**
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (MAR 2007)**
- 52.245-1 GOVERNMENT PROPERTY. (JUN 2007)**
- 52.246-25 LIMITATION OF LIABILITY-SERVICES. (FEB 1997)**
- 52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004)**
- 52.249-14 EXCUSABLE DELAYS. (APR 1984)**
- 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)**

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

- 1852.203-70 DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS. (JUN 2001)**
- 1852.216-89 ASSIGNMENT AND RELEASE FORMS. (JULY 1997)**
- 1852.219-74 USE OF RURAL AREA SMALL BUSINESSES. (SEPT 1990)**
- 1852.219-75 SMALL BUSINESS SUBCONTRACTING REPORTING. (MAY 1999)**
- 1852.219-76 NASA 8 PERCENT GOAL. (JUL 1997)**
- 1852.219-77 NASA MENTOR-PROTÉGÉ PROGRAM. (MAY 1999)**

1852.223-74 DRUG-AND ALCOHOL-FREE WORKFORCE. (MAR 1996)
1852.227-11 PATENT RIGHTS—RETENTION BY THE CONTRACTOR (SHORT FORM).
1852.227-14 RIGHTS IN DATA—GENERAL. (DEC 2007)
1852.228-75 MINIMUM INSURANCE COVERAGE
1852.235-70 CENTER FOR AEROSPACE INFORMATION. (DEC 2006)
1852.237-70 EMERGENCY EVACUATION PROCEDURES. (DEC 1988)
1852.243-71 SHARED SAVINGS (MAR 1987)

(End of Clause)

**I.2 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR
PERSONNEL. (SEPT 2007)**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

(End of clause)

I.3 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall—

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR [15.408\(k\)](#).

(End of clause)

I.4 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES. (DEC 2004)

(a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs.

Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

I.5 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL). (JUN 1987)

Except for data contained on pages [], it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data - General" clause contained in this contract) in and to the technical data contained in the proposal dated [], upon which this contract is based.

(End of clause)

I.6 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any NASA FAR Supplement (48 CFR Chapter 18) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

I.7 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (NFS 1852.204-76) (MAY 2008) (DEVIATION)

(a) The Contractor shall be responsible for information and information technology (IT) security when –

(1) The Contractor or its subcontractors must obtain physical or electronic (i.e., authentication level 2 and above as defined in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63, Electronic Authentication Guideline) access to NASA's computer systems, networks, or IT infrastructure; or

(2) Information categorized as low, moderate, or high by the Federal Information Processing Standards (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems is stored, generated, processed, or exchanged by NASA or on behalf of NASA by a contractor or subcontractor, regardless of whether the information resides on a NASA or a contractor/subcontractor's information system.

(b) IT Security Requirements.

(1) Within 30 days after contract award, a Contractor shall submit to the Contracting Officer for NASA approval an IT Security Plan, Risk Assessment, and FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, Assessment. These plans and assessments, including annual updates shall be incorporated into the contract as compliance documents.

(i) The IT system security plan shall be prepared consistent, in form and content, with NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, and any additions/augmentations described in NASA Procedural Requirements (NPR) 2810, Security of Information Technology. The security plan shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standards (FIPS) 200, Recommended Security Controls for Federal Information Systems. The plan shall be reviewed and updated in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems, and FIPS 200, on a yearly basis.

(ii) The risk assessment shall be prepared consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The risk assessment shall be updated on a yearly basis.

(iii) The FIPS 199 assessment shall identify all information types as well as the "high water mark," as defined in FIPS 199, of the processed, stored, or transmitted information necessary to fulfill the contractual requirements.

(2) The Contractor shall produce contingency plans consistent, in form and content, with NIST SP 800-34, Contingency Planning Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The Contractor shall perform yearly "Classroom Exercises." "Functional Exercises" shall be coordinated with the Center CIOs and be conducted once every three years, with the first conducted within the first two years of contract award. These exercises are defined and described in NIST SP 800-34.

(3) The Contractor shall ensure coordination of its incident response team with the NASA Incident Response Center (NASIRC) and the NASA Security Operations Center, ensuring that incidents are reported consistent with NIST SP 800-61, Computer Security Incident Reporting Guide, and the United States Computer Emergency Readiness Team's (US-CERT) Concept of Operations for reporting security incidents. Specifically, any confirmed incident of a system containing NASA data or controlling NASA assets shall be reported to NASIRC within one hour that results in unauthorized access, loss or modification of NASA data, or denial of service affecting the availability of NASA data.

(4) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best

practices in accordance with NPR 2810 requirements. The Contractor may use web-based training available from NASA to meet this requirement.

(5) The Contractor shall provide NASA, including the NASA Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out IT security inspection, investigation, and/or audits to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA information or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime. To facilitate mandatory reviews, the Contractor shall ensure appropriate compartmentalization of NASA information, stored and/or processed, either by information systems in direct support of the contract or that are incidental to the contract.

(6) The Contractor shall ensure that system administrators who perform tasks that have a material impact on IT security and operations demonstrate knowledge appropriate to those tasks. A system administrator is one who provides IT services (including network services, file storage, and/or web services) to someone other than themselves and takes or assumes the responsibility for the security and administrative controls of that service.

(7) The Contractor shall ensure that NASA's Sensitive But Unclassified (SBU) information as defined in NPR 1600.1, NASA Security Program Procedural Requirements, which includes privacy information, is encrypted in storage and transmission.

(8) When the Contractor is located at a NASA Center or installation or is using NASA IP address space, the Contractor shall --

(i) Submit requests for non-NASA provided external Internet connections to the Contracting Officer for approval by the Network Security Configuration Control Board (NSCCB);

(ii) Comply with the NASA CIO metrics including patch management, operating systems and application configuration guidelines, vulnerability scanning, incident reporting, system administrator certification, and security training; and

(iii) Utilize the NASA Public Key Infrastructure (PKI) for all encrypted communication or non-repudiation requirements within NASA when secure email capability is required.

(c) Physical and Logical Access Requirements.

(1) Contractor personnel requiring access to IT systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPR 2810 and Chapter 4, NPR 1600.1, NASA Security Program Procedural Requirements. NASA shall provide screening, appropriate to the highest risk level, of the IT systems and information accessed, using, as a minimum, National Agency Check with Inquiries (NACI). The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of NASA, interim access may be granted pending completion of the required investigation and final access determination. For Contractors who will reside on a NASA Center or installation, the security screening required for all required access (e.g., installation, facility, IT, information, etc.) is consolidated to ensure only one investigation is conducted based on the highest risk level. Contractors not residing on a NASA installation will be screened based on their IT access risk level determination only. See NPR 1600.1, Chapter 4.

(2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk).

(i) IT-1 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.

(ii) IT-2 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" information whose cost to replace exceeds one million dollars.

(iii) IT-3 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the Contractor for NASA whose function or information has substantial cost to replace, even if these systems are not interconnected with a NASA network.

(3) Screening for individuals shall employ forms appropriate for the level of risk as established in Chapter 4, NPR 1600.1.

(4) The Contractor may conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate to the Contracting Officer that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures for the risk level assigned for the IT position.

(5) Subject to approval of the Contracting Officer, the Contractor may forgo screening of Contractor personnel for those individuals who have proof of a --

(i) Current or recent national security clearances (within last three years);

(ii) Screening conducted by NASA within the last three years that meets or exceeds the screening requirements of the IT position; or

(iii) Screening conducted by the Contractor, within the last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer and concurred on by the CCS.

(d) The Contracting Officer may waive the requirements of paragraphs (b) and (c)(1) through (c)(3) upon request of the Contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.

(e) The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.

(f) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract and certify that all

NASA information has been purged from contractor-owned systems used in the performance of the contract.

(g) The Contractor shall insert this clause, including this paragraph (g), in all subcontracts

(1) Have physical or electronic access to NASA's computer systems, networks, or IT infrastructure; or

(2) Use information systems to generate, store, process, or exchange data with NASA or on behalf of NASA, regardless of whether the data resides on a NASA or a contractor's information system.

(End of clause)

I.8 1852.215-84 OMBUDSMAN. (OCT 2003)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from Offerors, potential Offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman,

Lewis S. Braxton III
NASA-Ames Research Center
M/S 200
P.O. Box 1000
Moffett Field, CA 94035-1000

Telephone: (650) 604-5068
e-mail: Lewis.S.Braxton@nasa.gov.

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of clause)

I.9 1852.237-72 ACCESS TO SENSITIVE INFORMATION. (JUN 2005)

(a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and

which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to--

(1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.

(2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(3) Allow access to sensitive information only to those employees that need it to perform services under this contract.

(4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.

(5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.

(6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information

(End of clause)

I.10 1852.237-73 RELEASE OF SENSITIVE INFORMATION. (JUN 2005)

(a) As used in this clause, "Sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [*insert page numbers or other identification of pages*].

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

[END OF SECTION]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J.1 LIST OF DOCUMENTS, EXHIBITS, AND ATTACHMENTS

(a) The following documents, exhibits, and attachments are included in the solicitation and resulting contract. Representation and certifications completed by the contractor in response to this solicitation are incorporated by reference in the resulting contract at time of award.

Attachment No.	Title	Date	No. of Pages
1	Statement of Work	12/18/2008	39
2	Appendix C: Example of an Engineering Design Document:	11/10/2008	23
3	NASA's Personal Identity Verification	01/2006	4
4	Small Business Subcontracting Plan Goals	TBD	TBD
5	Contract Data Requirement List (CDRL)	11/10/2008	24
6	Contractor's Health and Safety Plan	*	*
7	Ceiling Rate and Fee Matrix	*	*
8	Contractor's IT Security Plan	*	*
9	Small Business Subcontracting Plan	*	*
10	Organizational Conflicts of Interest Avoidance Plan	*	*

*Date to be completed at time of award of by subsequent modification.

(b) The following documents, exhibits, and attachments are included only in the solicitation.

Attachment No.	Title
1	Past Performance Questionnaire
2	JA 038 Proposal Cover Sheet
3	Blank NF 533M (Monthly)
4	Blank NF 533Q (Quarterly)
5	Pricing Exhibits
6	Facility Capital Cost of Money Factors Computation (Form CASB-CMF)
7	Contactore Facilities Capital Cost of Money (DD Form 1861)
8	Standard Form 3881, ACH Vendor Payment Form

(End of Clause)

[END OF SECTION]

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (SEP 2007)

(a) Definitions. As used in this provision-- "Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The Offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the Offeror with respect to this contract, the Offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The Offeror need not report regularly employed officers or employees of the Offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

K.2 52.204-3 TAXPAYER IDENTIFICATION. (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(f) *Common parent.*

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

**K.3 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS).
(MAY 1999)**

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the Offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, *Small Business Program Representations*, of this solicitation.] The Offeror represents that it is a women-owned business concern.

(End of provision)

K.4 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541712.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the Offeror is currently registered in CCR, and has completed the ORCA electronically, the Offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

(ii) Paragraph (c) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(c) The Offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*Offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

<u>FAR Clause</u>	<u>Title</u>	<u>Date</u>	<u>Change</u>
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Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

K.5 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS. (MAY 2008)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial

challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.6 52.215-6 PLACE OF PERFORMANCE. (OCT 1997)

(a) The Offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the Offeror or respondent as indicated in this proposal or response to request for information.

(b) If the Offeror or respondent checks intends in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, ZIP Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
_____	_____
_____	_____

(End of provision)

**K.7 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (MAY 2004) -
ALTERNATE I (APR 2002)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541712.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The Offeror represents as part of its offer that it ___ is, ___ is not a small business concern.

(2) (*Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*) The Offeror represents, for general statistical purposes, that it ___ is, ___ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *(Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)* The Offeror represents as part of its offer that it ___ is, ___ is not a women-owned small business concern.

(4) *(Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)* The Offeror represents as part of its offer that it ___ is, ___ is not a veteran-owned small business concern.

(5) *(Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.)* The Offeror represents as part of its offer that it ___ is, ___ is not a service-disabled veteran-owned small business concern.

(6) *(Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)* The Offeror represents, as part of its offer, that-

(i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) *(Complete if Offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.)* The Offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(c) *Definitions.* As used in this provision -

"Service-disabled veteran-owned small business concern" -

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern -

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall -

(i) Be punished by imposition of fine, imprisonment, or both;

- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K.8 52.222-25 AFFIRMATIVE ACTION COMPLIANCE. (APR 1984)

The Offeror represents that -

- (a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

K.9 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS. (DEC 2001)

By submission of its offer, the Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

K.10 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE. (DEC 2007)

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data--General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the Offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states (Offeror check appropriate block)--

None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the Offeror's response is not determinative of the status of the data should a contract be awarded to the Offeror.

(End of provision)

K.11 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION. (JUN 2000)

NOTE: THIS NOTICE DOES NOT APPLY TO SMALL BUSINESSES OR FOREIGN GOVERNMENTS. THIS NOTICE IS IN THREE PARTS, IDENTIFIED BY ROMAN NUMERALS I THROUGH III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the Offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement - Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any Offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the Offeror's proposal under this solicitation unless the Offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the Offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: IN THE ABSENCE OF SPECIFIC REGULATIONS OR AGREEMENT, A PRACTICE DISCLOSED IN A DISCLOSURE STATEMENT SHALL NOT, BY VIRTUE OF SUCH DISCLOSURE, BE DEEMED TO BE A PROPER, APPROVED, OR AGREED-TO PRACTICE FOR PRICING PROPOSALS OR ACCUMULATING AND REPORTING CONTRACT PERFORMANCE COST DATA.

(c) Check the appropriate box below:

(1) *Certificate of Concurrent Submission of Disclosure Statement.* The Offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____
Name and Address of
Cognizant ACO or
Federal Official Where Filed: _____

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) *Certificate of Previously Submitted Disclosure Statement.* The Offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____
Name and Address of
Cognizant ACO or
Federal Official Where Filed: _____

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) *Certificate of Monetary Exemption.* The Offeror hereby certifies that the Offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

(4) *Certificate of Interim Exemption.* The Offeror hereby certifies that (i) the Offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the Offeror is not yet required to submit a Disclosure Statement. The Offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the Offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: OFFERORS CURRENTLY REQUIRED TO DISCLOSE BECAUSE THEY WERE AWARDED A CAS-COVERED PRIME CONTRACT OR SUBCONTRACT OF \$50 MILLION OR MORE IN THE CURRENT COST ACCOUNTING PERIOD MAY NOT CLAIM THIS EXEMPTION (4). FURTHER, THE EXEMPTION APPLIES ONLY IN CONNECTION WITH PROPOSALS SUBMITTED BEFORE EXPIRATION OF THE 90-DAY PERIOD FOLLOWING THE COST ACCOUNTING PERIOD IN WHICH THE MONETARY EXEMPTION WAS EXCEEDED.

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

If the Offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the Offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The Offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the Offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the Offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

CAUTION: AN OFFEROR MAY NOT CLAIM THE ABOVE ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE IF THIS PROPOSAL IS EXPECTED TO RESULT IN THE AWARD OF A CAS-COVERED CONTRACT OF \$50 MILLION OR MORE OR IF, DURING ITS CURRENT COST ACCOUNTING PERIOD, THE OFFEROR HAS BEEN AWARDED A SINGLE CAS-COVERED PRIME CONTRACT OR SUBCONTRACT OF \$50 MILLION OR MORE.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The Offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes No

(End of provision)

[END OF SECTION]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses:

<http://www.acqnet.gov/far/>

NASA FAR Supplement (NFS) clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION. (JAN 2004)

52.215-16 FACILITIES CAPITAL COST OF MONEY. (JUN 2003)

**52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION.
(FEB 1999)**

**52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH
OFFER. (MAY 1999)**

1852.227-71 REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS. (APR 1984)

(End of provision)

L.2 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER. (APR 2008)

(a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An Offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the Offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The Offeror should indicate that it is an Offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The Offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

L.3 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA. (OCT 1997)

(a) *Exceptions from cost or pricing data.*

(1) In lieu of submitting cost or pricing data, Offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the Offeror shall submit, at a minimum, information on prices at which the same item or similar items have

previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include -

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item

(2) The Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the Offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the Offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

L.4 52.216-1 TYPE OF CONTRACT. (APR 1984)

The Government contemplates award of a single Cost Plus Fixed Fee (CPFF) contract resulting from this solicitation.

(End of provision)

L.5 52.233-2 SERVICE OF PROTEST. (SEPT 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

NASA-Ames Research Center
Attn: Manuel Herrada

Contracting Officer
M/S 241-1
Moffett Field, CA 94035-1000

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.6 1852.215-81 PROPOSAL PAGE LIMITATIONS. (FEB 1998)

(a) The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

Proposal Section	Page Limit
Mission Suitability Proposal (Vol. I)	Volume I shall not exceed 80 Pages (40 double sided sheets) combined {exempt 3 model design proposal}
Past Performance (Vol. II)	Volume II does not have a page limitation
Cost Proposal (Vol. III)	Volume III does not have a page limitation

(b) A written page is defined as one side of a sheet, 8 ½" x 11", with at least one inch margins on all sides and shall contain Arial font text with a size not smaller than 12 point. Foldouts count as an equivalent number of 8 ½" x 11" pages. The metric standard format most closely approximating the described standard 8 ½" x 11", size may also be used. Diagrams, charts, tables, and photographs shall contain Arial font text in a size no smaller than 10 point.

(c) Title pages and tables of contents are excluded from the page counts specified in paragraph (a) of this provision. In addition, the Cost section of your proposal is not page limited. However, this section is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.

(d) If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.

(e) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the Offeror.

(End of provision)

L.7 1852.219-73 SMALL BUSINESS SUBCONTRACTING PLAN. (MAY 1999)

(a) This provision is not applicable to small business concerns.

(b) The contract expected to result from this solicitation will contain FAR clause 52.219-9, "Small Business Subcontracting Plan." The apparent low bidder must submit the complete plan within 5 calendar days after request by the Contracting Officer.

(End of provision)

L.8 1852.227-84 PATENT RIGHTS CLAUSES. (DEC 1989)

This solicitation contains the patent rights clauses of FAR 52.227-11 (as modified by the NFS) and NFS 1852.227-70. If the contract resulting from this solicitation is awarded to a small business or nonprofit organization, the clause at NFS 1852.227-70 shall not apply. If the award is to other than a small business or nonprofit organization, the clause at FAR 52.227-11 shall not apply.

(End of Provision)

L.9 1852.228-80 INSURANCE - IMMUNITY FROM TORT LIABILITY. (SEPT 2000)

If the Offeror is partially or totally immune from tort liability to third persons as a State agency or as a charitable institution, the Offeror will include in its offer a representation to that effect. When the successful Offeror represented in its offer that it is immune from tort liability, the following clause(s) will be included in the resulting contract:

(a) When the Offeror represents that it is partially immune from tort liability to third persons as a State agency or as a charitable institution, the clause at FAR 52.228-7, Insurance - Liability To Third Persons, and the associated NFS clause 1852.228-81, Insurance - Partial Immunity From Tort Liability, will be included in the contract.

(b) When the Offeror represents that it is totally immune from tort liability to third persons as a State agency or as a charitable institution, the clause at NFS 1852.228-82, Insurance - Total Immunity From Tort Liability, will be included in the contract.

(End of provision)

L.10 1852.233-70 PROTESTS TO NASA. (OCT 2002)

Potential bidders or Offerors may submit a protest under 48 CFR Part 33 (FAR Part 33) directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or Offeror may submit the protest to the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to Assistant Administrator for Procurement, NASA Code H, Washington, DC 20546-0001.

(End of provision)

L.11 1852.223-73 SAFETY AND HEALTH PLAN. (NOV 2004)

(a) The Offeror shall submit a detailed safety and occupational health plan as part of its proposal (see NPR 8715.3, NASA Safety Manual, Appendices). The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.

(b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the

NASA workforce (including Contractor employees working on NASA contracts), and high-value equipment and property.

(c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:

(1) The work will be conducted completely or partly on premises owned or controlled by the government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.

(d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.

(End of provision)

L.12 PROPOSAL PREPARATION- SPECIFIC INSTRUCTIONS

L.12.1 Mission Suitability Proposal (Volume I)

The Mission Suitability factor indicates, for each offeror, the merit or excellence of the work to be performed or product to be delivered. Information must be precise, factual, detailed, and complete. Offerors must not assume that the evaluation team is aware of their company abilities, capabilities, plans, facilities, organization, or any other pertinent fact that is important to accomplishment of work. The evaluation will be based on the information presented (or referenced) in the written proposal. The proposal must specifically address each listed evaluation subfactor and/or element.

(1) The evaluation will be based on the information presented in the written proposal. The proposal must specifically address each listed evaluation subfactor.

(2) The content of the Offeror's Mission Suitability Proposal shall provide the basis for evaluation of the Offeror's response to the technical requirements of the RFP. Offerors shall identify and discuss risk factors and issues throughout the proposal where they are relevant, and describe their approach to managing these risks.

(3) If the SEC determines that a proposal does not adequately demonstrate the offeror will be able to perform the work with the resources proposed, the SEC may determine this to be a mission suitability weakness as well as require an adjustment for probable cost. This integration between mission suitability findings and probable cost adjustments is critical to accomplishing cost realism.

The Mission Suitability Proposal shall address the following subfactors:

L.12.1.1 Technical Understanding (Subfactor)

Stating that the Offeror understands and will comply with the requirements described in the SOW is considered an inadequate response, as is paraphrasing. Statements such as “standard procedures will be employed” or “well known techniques will be used” do not indicate a sufficient level of awareness and understanding of the SOW, and will not be considered as an effective response to the solicitation.

The Offeror’s proposal shall demonstrate its understanding of the requirements of the SOW and specifically address how the work would be accomplished as follows:

(a) The narrative shall demonstrate your understanding of the requirements in the SOW and shall address how the technical areas of the SOW will be performed in a coherent, integrated manner that will meet each of the requirements defined in the SOW, specifically addressing the following technical areas:

- Your understanding of the critical issues involved in conducting advanced air traffic management research and development with a focus on software design, development, testing, integration, and maintenance.
- Describe your understanding and approach to meeting SOW requirements not addressed in the specific model designs.
- Highlight not only software design and development, testing and integration, but also include system engineering, project management, technical writing, and other functions necessary to complete projects as required.
- This description should address your approach for an ACES ATM model development process that will enhance workflow, increase productivity, improve quality and reduce cost.
- Highlight innovative approaches, the justification for such an approach and the expected advantage to the Government.
- Describe your approach to identify, report and resolve typical problems that may be encountered in satisfying the requirements of the SOW.
- Identify areas of potential risk to the successful fulfillment of the requirements and approaches for minimizing their impact.

(b) The narrative shall demonstrate your understanding of the technical requirements in Section 7.5, specifically:

- Your approach to concept modeling by describing in detail how you would design and implement three models: one for ASDO, one for PBS and one of your choosing from the remaining list described in Section 7.5 in the SOW.
- The Weather Avoidance model in the appendices is included as an example model. You may also refer to section 7.5.7 of the SOW for a list of new requirements for enhanced weather modeling.
- For the requested three sample model designs, explain an approach to task execution that not only meets stated requirements but also maximizes the technical output and benefit to the Government. In developing your models, the Offeror shall:
 - Include a high-level design that describes the key functions and activities that must be represented and how they interact.

- Include, where relevant, interactions with other models or services in the overall system design.
- Identify the challenges in developing the models. For example, challenges could include changing requirements to accommodate changes in research goals, problems with acquisition of data, problems with managing multi-disciplinary staff, difficulties with logistics such as scheduling meetings with staff from different time zones, etc.
- Identify which aspects of the design, if any, may be particularly challenging to implement and explain why (e.g., software/hardware constraints, data availability and/or aspects of the concept being modeled).
- Extra consideration will be given for additional details provided in your proposals. These are details that go beyond those included in the example provided (Weather Avoidance) but are within the scope of the SOW.
- In writing your proposed designs, use generic terminology for functions and modeling variables.

The three sample model designs should illustrate the Offeror's understanding of ATM operations and their expertise in the development of complex system simulations. The designs should be high level and do not have to refer to details of the ACES implementation.

(c) The Offeror shall describe its approach to safety issues and quality assurance and its understanding of NASA guidelines and procedures.

(d) If the Offeror believes any exceptions, qualifications, or changes to the SOW are appropriate, these should be described in detail.

L.12.1.2 Management Approach (Subfactor)

(a) The Offeror shall describe its management approach to coordinate, perform, integrate, control, and accomplish the requirements of the SOW through the life of the contract. The offeror's proposal shall contain the information in the elements listed below and be organized in a similar outline:

- The Offeror's labor category definitions, including years of experience, education, technical expertise, etc., for each of the labor categories proposed.
- Address why the defined skill levels and the proposed skill mixes are appropriate and necessary for performance of the SOW tasks.
- Demonstrate the extent to which it plans to use personnel from its own organization, make new hires, or obtain personnel from other sources, with the percentage each source contributes to the total work force.
- Show evidence of the extent of commitment and availability of key personnel and describe any recruitment and employment methods to be used.
- Key personnel shall be identified for specific tasks in the SOW. The education, experience, publications, participation in technical societies, awards, patents, and extent and applicability of related experience shall be provided for all key personnel.
- Any issues or shortcomings in providing technical competence in an area of the SOW shall be identified and an explanation given as to how this limitation will be corrected.

- Experience in air traffic management simulation and modeling and software development project management should be highlighted.
- Identify computer facilities and equipment that can be used to satisfy requirements in the SOW.
- The Offeror shall fully describe its approach to implementing an integrated, cost-effective plan to perform the work detailed in the SOW.

(b) The Offeror's Management Plan shall highlight its proposed organizational structure and address all functional elements in the SOW and their interrelationships as follows:

- Describe supervisory responsibility, lines of authority within the prime contract and with subcontracts or cooperative business partners, and relationships to other entities.
- Explain who will perform the work, who will have authority over the contract, and who has overall contract management authority.
- Illustrate how it proposes to manage the changing requirements and priorities inherent in a research environment, and the multiple development tasks likely to be ongoing at any time.
- Describe any proposed subcontracting and or cooperative business arrangements, their operational and technical benefits to NASA, and the effectiveness of your proposed approach for managing these arrangements to ensure meeting the requirements of the SOW.

(c) The Offeror shall describe human resources activities that support the effective hiring, retention, and motivation of qualified technical personnel.

(d) The Offeror shall fully describe plans for tracking and controlling work and for supervising and monitoring performance including methods for monitoring, maintaining and enhancing the quality of any task deliverables.

(e) An Organizational Conflicts of Interest Avoidance Plan shall be provided in the proposal. The Plan shall include a narrative which describes the Contractor's procedures to ensure that all safeguards are in place to maintain control, handling and non-disclosure of sensitive data in conformance with contract requirements. Specifically, the Plan shall address all the requirements identified in Section H, paragraph H.14 (*Organizational Conflicts of Interest and Limitation on Future Contracting*) and in NFS 1852.237-72, *Access to Sensitive Information* (Section I) relative to the offeror's understanding and proposed methodology for implementation of the above contract requirements.

L.12.1.3 Safety and Health Plan (Subfactor)

The Offeror shall provide a description of the safety and health plans to be used when conducting work on this contract. Reference to industry or government standards is encouraged.

L.12.1.4 Small Business Utilization (Subfactor)

(a) All Offerors must complete the portion of the instructions under Small Business Subcontracting specific to Small Business Subcontracting Plans. Although small businesses are not required to submit Small Business Subcontracting Plans, the instructions regarding small business subcontracting requests information more extensive than data about subcontracting plans. See paragraph (b) "Other" under Small Business Subcontracting. Small businesses, therefore, shall address small business participation to the extent that subcontracting opportunities exist. See FAR 52.219-8, *Utilization of Small Business Concerns*.

(b) The instructions regarding SDB participation apply to BOTH large and small business Offerors except SDB Offerors, unless the SDB Offeror waives the price evaluation adjustment factor by completing paragraph I of FAR clause 52.219-23, *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns*, in Section I of this solicitation. The waiver, if elected, makes the particular SDB Offeror INELIGIBLE for the price evaluation factor adjustment but ELIGIBLE for the “evaluation credit” (points) associated with the SDB participation described in Section M.

L.12.1.4.1 Small Business Subcontracting

(a) Small Business Subcontracting Plan (the Plan) Required by the FAR

(1) This solicitation contains FAR clause 52.219-9, “Small Business Subcontracting Plan and its Alternate II.” The Plan described and required by the clause, including the associated subcontracting percentage goals and subcontracting dollars, shall be submitted with your proposal.

(2) The Contracting Officer’s assessment of appropriate subcontracting goals for this acquisition, expressed as a percent of TOTAL CONTRACT VALUE (basic and all options combined), is as follows:

Small Businesses	20%
Small Disadvantaged Business Concerns* (Includes SDBs in both targeted and non-targeted areas.)	4%
Women Owned Small Business Concerns	15%
Historically Black Colleges and Universities	0.5%
HUBZone Small Business Concerns	0.1%
Veteran Owned Small Business Concerns	1%
Service-Disabled Veteran-Owned Small Business Concerns	1%

SB – Small Business

WOSB – Women-Owned Small Business

SDB – Small Disadvantaged Business

HBZ – HUBZone Small Business

VO – Veteran-Owned Small Business

SDVOSB – Service-Disabled Veteran-Owned Small Business

*Although 15 U.S.C. 637(d) requires subcontracting plans to contain information about SDB concerns, case law prevents the Government from giving evaluation credit to business types based on race or ethnicity unless those businesses are in under represented industries. The Section M evaluation for SDB participation ensures that the Government only evaluates participation of SDBs in industries that are designated by the Department of Commerce as under represented. For purposes of the Small Business Subcontracting Plan, the proposed subcontracting goal for SDBs will be evaluated based upon the SDB’s status as a small business.

(3) Offerors are encouraged to propose goals that are equivalent to or greater than those recommended by the Contracting Officer. However, Offerors must perform an independent assessment of the small business subcontracting opportunities and are encouraged to propose goals exceeding the recommended goals where practical.

(4) The Plan submitted with the proposal shall be incorporated in Section J as Attachment J-9 in the resulting contract. The requirements in the Plan must flow down to first tier large business subcontracts expected to exceed \$550,000 or \$1,000,000 for construction of a public facility. Although these first tier large business subcontractors are encouraged to meet or exceed the stated goals, it is recognized that the subcontracting opportunities available to these subcontractors may differ from those suggested in the solicitation based upon the nature of their respective performance requirements.

(5) Offerors are advised that a proposal will not be rejected solely because the submitted Plan does not meet the NASA recommended goals that are expressed in paragraph (a) (2) above in terms of percent of TOTAL CONTRACT VALUE (basic and all options combined). Offerors shall discuss the rationale for any goal proposed that is less than the Contracting Officer's recommended goal in any category. In addition, the Offeror shall describe the efforts made to establish a goal for that category and what ongoing efforts, if any, the Offeror plans during performance to increase participation in that category.

(6) In addition to submitting a Small Business Subcontracting Plan in accordance with the Section I FAR clause 52.219-9, Alternate II, Offeror's shall complete J.1(a) attachment 4, SMALL BUSINESS SUBCONTRACTING PLAN GOALS, which provides a breakdown of the Offeror's proposed goals, by small business category, expressed in terms of both a percent of TOTAL CONTRACT VALUE and a percent of TOTAL PLANNED SUBCONTRACTS. Offerors shall modify the exhibit to show the proposed subcontracting goals for the basic contract requirement and each option separately.

(NOTE: FOR PURPOSES OF THE SMALL BUSINESS SUBCONTRACTING PLAN, THE PROPOSED GOALS SHALL BE STATED AS A **PERCENT OF TOTAL SUBCONTRACTS**, NOT AS A PERCENT OF TOTAL CONTRACT VALUE, REFER TO THE BELOW EXAMPLE)

(a) Example of Subcontracting Goals as expressed in both Contract Value and Subcontract Value for a contract proposed at \$100M and estimated subcontracts of \$50M

	Column A Contract Value Goal	Column B	Column C Subcontract Value Goal
Category	Percent of Contract Value	Dollar Value	Percent of Subcontracting Value
Small Business Concerns	25 percent	\$25,000,000	50 percent
<i>The following subcategories are inclusive of the above Small Business percentage</i>			
Women Owned Small Business Concerns	9 percent	\$9,000,000	18 percent
Small Disadvantaged Business Concerns	5.5 percent	\$5,500,000	11 percent
Veteran Owned Small Business Concerns	2.5 percent	\$2,500,000	5 percent
Service-Disabled Veteran-Owned Small Business Concerns	1.5 percent	\$1,500,000	3 percent
HUBZone Small Business Concerns	1.5 percent	\$1,500,000	3 percent
Historically Black Colleges and Universities	1.5 percent	\$1,500,000	3 percent

The Offeror proposes small business subcontracting goals as a percentage of contract value in column A.

Then based on the \$100 million contract value, the resulting statement of dollars that the Offeror would include in the Subcontracting Plan, as required by paragraph (d)(2) of FAR clause 52.219-9, would be as indicated in column B.

However, the Small Business Subcontracting Plan shall also express goals as a percent of total planned subcontracts. Assuming total subcontracting of \$50M, the resulting percentage goals, expressed as a percent of total subcontract dollars, and which would be stated in the Small Business Subcontracting Plan as required by paragraph (d)(1) FAR clause 52.219-9 would be recorded in column C.

(b) Other. Large businesses are required to complete this section to further support proposed goals in their Small Business Subcontracting Plan. Small businesses are required to complete this section to the extent that subcontracting opportunities exist in their proposal.

(1) Offerors who are large businesses shall provide rationale to substantiate the proposed goals in the Small Business Subcontracting Plan.

(2) Offerors who are small businesses shall provide a breakdown of anticipated subcontracting, in terms of total contract dollars (basic requirement and each option separately) for both small business concerns and large businesses. Small businesses shall provide rationale to substantiate the anticipated subcontracting.

(3) Offerors must briefly describe work that will be performed by the small business subcontractor(s). Information could also include the identification of any work to be subcontracted considered "high technology." If the subcontractor(s) is known, tie the work to the subcontractor and specify the extent of commitment to use the subcontractor (s) (enforceable vs. non-enforceable commitments).

(4) Provide the Offeror's record of past participation of small business concerns in subcontracts and the type of work subcontracted such as production, engineering services, research, development, etc. over the past three full government fiscal years. Copies of Summary Subcontracting Reports and Individual Subcontracting Reports (on relevant contracts) used to meet Federal reporting requirements may be part of the supporting information submitted.

(5) If appropriate, proposals should discuss any plans to phase in contracting to SB concerns explaining the rationale for the phase-in plan.

(6) Offerors should provide information that demonstrates the extent of commitment to utilize small business concerns and to support their development. Information provided may include a brief description of established or planned procedures and organizational structure for Small Business outreach, assistance, counseling, market research and Small Business identification, and relevant purchasing procedures. (For Large Business Offerors, this information should conform to applicable portions of your submitted Small Business Subcontracting Plan.)

L.12.1.4.2 Small Disadvantage Business (SDB) Participation

(a) Small Disadvantaged Business Participation – Contract Targets

(1) The targets only include subcontracts with SDB concerns in those industries designated by the Department of Commerce as under represented areas by NAICS Industry

Subsector. The General Services Administration has posted this Department of Commerce determination at <http://www.arnet.gov/References/sdbadjustments.htm>.

(2) After completing an independent assessment of the opportunities available for subcontracting with small disadvantaged firms, Offerors shall propose a target for SDB participation by completing the Section H clause at H.13, *Small Disadvantaged Business Participation – Contract Targets*. The target for SDB participation in clause H.13 shall be expressed as a percent of TOTAL CONTRACT VALUE (basic and all options combined). If the Offeror is an SDB that has waived the SDB price evaluation adjustment in accordance with FAR 52.219-23, it shall provide with its offer a target for the work that it intends to perform in the authorized subsectors as the prime contractor.

For additional information on under represented areas by NAICS Industry Subsectors, Offerors may reference the following website: <http://www.arnet.gov/References/sdbadjustments.htm>.

(b) Other. *The information below is only requested to the extent that it pertains to SDBs in the authorized NAICS Industry Subsectors. Each Offeror shall:*

(1) Provide rationale to substantiate the proposed targets for SDB participation.

(2) Briefly describe work that will be performed by SDB subcontractor(s). Identify any work considered "high technology." If the subcontractor(s) is known, tie the work to the subcontractor and ensure consistency with H.13, *Small Disadvantaged Business Participation – Contract Targets (Offeror Fill In)*. Additionally, specify the extent of commitment to use the subcontractor(s) (enforceable vs. non-enforceable commitments).

(3) If appropriate, discuss any plans to phase in contracting to SDB concerns explaining the rationale for the phase-in plan.

(4) Provide the Offeror's record of past participation of SDB concerns in subcontracts and the type of work subcontracted such as production, engineering services, research, development, etc., over the past three full government fiscal years. Copies of Summary Subcontracting Reports and Individual Subcontracting Reports (on relevant contracts) used to meet Federal reporting requirements can be part of the supporting information submitted.

(5) Provide a brief description of the Offeror's established or planned procedures and organizational structure for SDB outreach, assistance, counseling, market research and SDB identification, and relevant purchasing procedures. For large business Offerors, this information should conform to its submitted Small Business Subcontracting Plan.

(6) Identify, by contract number and contracting agency, any SDB subcontracting incentives earned under any Government contract(s) in the last three years. If incentives were available, but not earned, so state.

L.12.2 Past Performance Proposal (Volume II)

(a) The major areas to be evaluated in the Past Performance factor are relevant technical performance and contract management. The Offeror and major subcontractors for reference contracts shall supply information regarding relevant technical performance, contract management, and corporate structure. Specific information may also be required from past and active customers as identified below. The Government reserves the right to require additional

past performance information from other subcontractors that may be deemed critical by the Government, and from entities that will substantially contribute to the proposed contract, or have the potential to significantly impact performance of the proposed contract. An entity is defined as an organization such as a division or branch of a corporation, or a parent, subsidiary or affiliate of the corporation. This information shall concern only work performed by the Offeror's or major subcontractor's business entity that will perform the work under this contract, if awarded.

(b) In addition to the information listed above, the Government may obtain data regarding past performance of the Offeror and major subcontractors from sources such as the NASA FAC (Financial and Contract) System (electronic database of NASA contracts), NASA's award fee score database, NASA's CPAP (Contractor Performance Assessment Program), the NASA Inspector General, the government list of debarred or suspended contractors, direct queries of customers, and other sources as deemed necessary. If NASA identifies contracts considered relevant to this evaluation, which were not included in the references submitted by an Offeror or major subcontractor, NASA may solicit information regarding contract performance from appropriate sources as necessary.

(c) Relevant contracts are contracts that are valued at over \$1M and which have been completed within the last 3 years or which are currently being performed for at least a year. There is a limit of 5 relevant contracts, except in section L13.2.3 below, regardless of the number of subcontractor/team members. The information specified in L13.2.3 is to be supplied as stipulated.

L.12.2.1 Relevant Technical Performance

The Offeror and major subcontractors (subcontracts with an aggregate value of \$650,000 or more) may provide relevant technical performance information for each of their reference contracts to assist in the Government's evaluation on the following topics:

- Compliance with technical requirements
- Contractor flexibility and effectiveness in dealing with changes to technical requirements
- Innovative and resource efficient solutions to satisfy technical requirements
- Problems encountered and the corrective actions taken

L.12.2.2 Relevant Contract Management

The Offeror and major subcontractors may provide relevant contract management information for each of their reference contracts to assist in the Government's evaluation on the following topics:

- Record of conformance with the terms and conditions of contracts
- Schedule compliance at the project level
- Cost performance at the project level
- Staffing effectively with appropriate skill mixes
- Any overruns in direct and indirect overhead rates and their impact on overall cost performance
- Information related to the timely and fair implementation and/or negotiation of contract changes
- Safety record
- Evidence of effective interface with customers and users
- Subcontract management
- The management of both small and large tasks as well as the management of a large number of varied tasks simultaneously

- The human resources activity and history of effectively hiring, retaining, and motivating quality personnel
- The response to work as assigned and the completion of work plans

L.12.2.3 Other Information

For all relevant contracts and for all contracts completed within the last three years or active for at least one-year (not just reference contracts), the Offeror and major subcontractors shall:

- Provide past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement.
- Describe significant awards and certifications received. Identify what part of the company received the award or certification, when it was received and whether any certifications are still current.
- For Award Fee or Incentive Fee contracts, provide the fee results by evaluation period.
- For each cost-type contract, specify the amounts and explain the reason for cost underruns or overruns, if any. Specify the amounts and explain the reason for any cost savings or growth resulting from deletions or extensions to the period of performance, from work added/deleted to the scope of the contract, and from performance that cost more or less than originally predicted or estimated.
- Provide examples of improved quality performance and the metrics used to measure the improvement.
- Identify and explain any serious performance problems, any termination for default, any environmental violations, and any cited safety violations.
- Submit certified Financial Statements, including income statement and balance sheets, for the past three years. If this information is proprietary to the Subcontractor, the Subcontractor may submit certified Financial Statements directly to the government.

L.12.2.4 Submission of Reference Information

(a) Each Offeror and major subcontractor shall complete Sections I and II of the Past Performance Questionnaire in Section J(b), Attachment 1 for each active (underway at least one year) or recently completed (completed within the last three years) NASA contract valued at or above \$650,000 that is relevant, and for each reference identified in paragraphs (b) and (c) below. These are to be sent directly to the Government. To facilitate the review process, the Offeror is requested to send a list of the contracts, with a contact name, telephone number or email address, for each questionnaire directly to the Government at least 10 calendar days prior to the proposal due date.

(b) Each Offeror and major subcontractor shall send a blank questionnaire to the Contracting Officer or Contracting Officer's Technical Representative of five completed (completed within the last three years) or active (underway at least one year) relevant NASA contracts.

(c) Each Offeror and major subcontractor shall provide blank questionnaires to customers from two other relevant (United States, State or local) Government contracts, and from two relevant commercial contracts.

(d) Each Offeror is responsible for assuring that the customers return questionnaires directly to the Government. Questionnaires will be accepted until the closing time and date for receipt of proposals. If the Offeror or major subcontractor does not have enough references to meet

these requirements, references shall be provided to the maximum extent possible in line with the requirements stated above.

L.12.3 Cost/Price Proposal (Volume III)

(a) Proposed costs will be analyzed to determine the cost/price and associated risks of doing business with the Offeror. If certification of cost or pricing data is required in accordance with Federal Acquisition Regulation 15.403, the successful Offeror will be required to submit a Certificate of Current Cost or Pricing Data in the form set forth in FAR 15.406-2 prior to the execution of any contract to be awarded as a result of this solicitation. Cost/price proposals shall, as a minimum, include the following information for the prime contractor as well as any subcontract valued at \$650,000 or more.

(b) Offerors shall use the formats of the Cost Exhibits described below and shown in Section J.1(b)5. Sufficient detail should be provided to support and explain all costs proposed.

(1) Exhibit 1: Proposal Cover Sheet. A single page containing all the information specified in Section I, General Instructions, Part A, Items 1 through 11 of Table 15-2 as shown at FAR 15.408. JA Form 038 (Attachment J.1 (b) 2) may be used to satisfy this requirement.

(2) Exhibits 2A and 2B: These exhibits shall include the total cost, total fixed fee, total cost plus fixed fee, and grand total, broken out by individual contract years and grand total.

Exhibit 2A shows the proposed costs using the Offeror’s proposed indirect cost rates. Exhibit 2B shows the proposed costs using the Offeror’s proposed indirect cost ceiling rates.

(3) Exhibits 3A and 3B are similar to Exhibits 2A and 2B except that subcontractors of \$650,000 or more are broken out from the prime contractor’s costs.

(4) Exhibits 4A and 4B: Summary of Elements of Cost—Total Program. These exhibits summarize the elements of costs (excluding fee) by contract year for the various periods in the contract (basic and options). Details of the various elements of cost are to be shown in the schedules. For purposes proposal submissions, the following chart of Other Direct Costs (ODCs) is provided for information purposes only.

These amounts represent the Government’s current best estimate of contract requirements.

Description	Year 1	Year 2	Year 3	Year 4	Year 5	Total Estimated Cost
Travel	50,000.00	51,300.00	52,634.00	54,002.00	55,406.00	\$263,342.00
Total ODCs	50,000.00	51,300.00	52,634.00	54,002.00	55,406.00	\$263,342.00

All costs shown above for ODCs are exclusive of any indirect expenses. Therefore, unless it is not the Offeror’s normal accounting practice to do so, include these costs in the base used to compute the G&A expense. Identify all ODCs applicable to this requirement. Indicate the reasons for these costs and the basis for pricing. If amounts other than these provided above are proposed, the offer shall provide sufficient detail to explain how the proposed amounts are derived.

(5) Exhibit 5: Summary of Rates. This exhibit reflects the Offeror’s proposed and ceiling overhead and G&A rates by contract year and Offeror’s fiscal year. Other burden rates (e.g., fringe benefits, material overhead) must be shown separately. This exhibit summarizes the Offeror’s fiscal year date from Schedule B and Schedule C for Overhead and G&A,

respectively. Identify the Offeror's fiscal year in the space provided (e.g. 12-31-08), and show the Offeror's rates for its applicable accounting periods for the various contract years. Provide explanations for deviations of the contract rate from the fiscal year rates. Ceilings must be expressed as a percentage rate for each contract year.

(6) Exhibit 6: Summary of Key Personnel Labor Rates. This exhibit identifies all key personnel with their actual hourly labor rates shown as of a current identified payroll date. For any individual not currently employed by the Offeror, show the hourly labor rate at which the individual has agreed to be hired should the Offeror be selected for contract award.

(7) Exhibit 7: Proposed Staffing Requirement. This exhibit show how the Offeror plans to obtain the required personnel for the first year of performance by identifying the number of personnel to be obtained (1) from within the company, (2) from the current incumbent(s), and (3) through new hires. For personnel to be obtained from within the company, provide current and proposed labor rates accompanied by an explanation of how the proposed rates were determined. For personnel to be obtained from the current incumbent(s) or through new hires, identify the source of the proposed labor rates. If key personnel are to be relocated to the San Francisco Bay Area, include associated costs.

(8) Schedule A: Direct Labor Cost Summaries. This schedule shows the direct labor cost by labor category for each contract year with the labor rates used to compute the cost. The projected labor rates must be based on current rates escalated for each year of contract performance. The annual rate of escalation recommended by NASA Headquarters is 2.6% per year, but is not mandatory. Provide rationale and justification for escalation rates proposed if different from the Government Rate of Change.

Below is information reflecting approximate historical annual staffing levels.

Personnel Category	Staffing Level (Person Year)
Program Manager	1.0
Technical Manager	3.0
Senior Technical/Domain Experts	3.0
Senior Programmer	5.0
Junior Programmer	5.0
Integration Specialist	1.0
Technical Writer	0.5
Business and Admin Support	1.5

The Offeror may choose to propose direct labor for the base and option periods utilizing the information provided above. The information provided by the Government is FOR INFORMATION ONLY and is not intended to represent a binding requirement. Offerors are instructed to use this information only as a guide in proposal preparation.

Identify the number of non-productive hours per person per year. A non-productive hour is an hour expended for non-work time such as vacation, holidays, sick leave, and other personal leave. State the number of hours for each of these elements. Explain how the non-productive hours will be accumulated and charged. State policies for treating accumulated vacation and unused sick leave hours, as well as for their treatment at contract completion. Explain policies for overtime eligibility, the amount of overtime premium, and charging of premium. This includes the application of benefits (full or partial) to be applied to the overtime premium. Also explain, if applicable, treatment, rates, and cost for shift differentials.

(9) Schedule B: Overhead Expense. This schedule shows, by Offeror's fiscal year, each item of expense included in the Overhead expense pool. In addition to showing projected expenses through the life of the contract, including all options, show the actuals for each of the prior three fiscal years. If more than one overhead pool is proposed, a separate Schedule B must be included for each pool and appropriately identified. Provide the base for distribution and the amount of the base on this schedule. If the rates are negotiated forward pricing rates, furnish the name of the Government agency with whom they were negotiated and the date of negotiations. If not negotiated, state the basis of the rates.

(10) Schedule C: General and Administrative Expense. This schedule shows, by Offeror's fiscal year, each item of expense included in the G&A expense pool. In addition to showing projected expenses through the life of the contract, including all options, show the actuals for each of the prior three fiscal years. Provide the base for distribution and the amount of the base, segregated by firm (backlog) and prospective business, on this schedule. If the rates are negotiated forward pricing rates, furnish the name of the Government agency with whom they were negotiated and the date of negotiations. If not negotiated, state the basis of the rates.

(11) Schedule D: Subcontracts. Subcontractors that have an aggregate cost of \$650,000 or more are required to submit all applicable cost exhibits and schedules specified in this RFP with adequate information to support the proposed cost.

(12) Accounting System. The Offeror must provide a brief description of its accounting system. Award of a cost-reimbursement type contract requires an accounting system capable of accurately collecting, segregating, and recording cost by contract. If your system has previously been reviewed, and approved by the Government, provide the name and telephone number of the cognizant Government office.

(13) Facilities Capital Cost of Money. The amount for Facilities Capital Cost of Money must be separately identified and computed in accordance with Cost Accounting Standards (CAS) 414. To claim this cost, the amount must be calculated using Forms CASB-CMF and DD 1861 (See Section J for attachments.) NOTE: When facilities capital cost of money is included as an item of cost in the Offeror's proposal, it shall not be included in the cost base for calculating profit/fee. In addition, a reduction in the profit/fee objective will be made in the amount equal to the facilities capital cost of money allowed or one percent of the cost base, whichever is less. (See NFS 1815.404-471.5(a).)

(14) Fixed Fee Rate. Submit the proposed fee rate to be used on the contract. The fixed fee rate will be applied and calculated on the total negotiated **estimated** (not actual) cost. The fixed fee rate proposed on the basic contract, and shown in attachment J.1(a)7, shall be used for any proposals for equitable adjustment under the changes clause when an increase to fixed fee is appropriate.

(End of provision)

[END OF SECTION]

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses:

<http://www.acqnet.gov/far/>

NASA FAR Supplement (NFS) clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(End of Provision)

M.2 EVALUATION APPROACH

M.2.1 GENERAL

The contract award will be based on the evaluation of three factors: Mission Suitability (Volume I), Past Performance (Volume II), and Cost/Price (Volume III).

(a) This provision is intended to explain the rationale and precise criteria by which proposals will be assessed by the evaluation team. Offerors are to prepare proposals with these criteria in mind (i.e., in terms of both content and organization), in order to assist the team in determining the relative merit of proposals in relation to the requirements defined in the Statement of Work.

(b) THE GOVERNMENT MAY AWARD A CONTRACT BASED ON INITIAL OFFERS RECEIVED, WITHOUT DISCUSSION OF SUCH OFFERS. Accordingly, each Offeror should submit its initial proposal to the Government using the most favorable terms from a cost and technical standpoint.

(c) Proposals will be evaluated in accordance with the requirements of FAR Subpart 15.3, "Source Selection," as supplemented by NFS Subpart 1815.3, "Source Selection." Offerors must recognize that the initial evaluation of proposals and the determination of the competitive range, if any, will be made upon a review of the proposals only, plus some independent investigations that may be made with regard to Past Performance. Discussions will be held only if award on the basis of initial offers is determined not to be in the Government's best interest. If written or oral discussions are conducted, the Government will seek revised proposals from Offerors within the competitive range.

(d) At the conclusion of discussions (if applicable), as stipulated in FAR 15.307, a Final Proposal Revision (FRP) will be requested from all Offerors still within the competitive range. The FRP shall be submitted in the form of a contractual document (including revisions to the original proposal) that has been executed by an individual with the authority to bind the offeror. Selection will be made in accordance with the evaluation criteria set forth below. Contract award may be made without subsequent discussions or negotiation.

(e) The Source Evaluation Committee (SEC) will present its findings to the Source Selection Authority (SSA). The SSA's decision shall be based on a comparative assessment of proposals against all source selection criteria in the solicitation. While the SSA may use reports and analyses prepared by others, the source selection decision shall represent the SSA's independent judgment. The Government intends to award a contract resulting from this solicitation to the responsible Offeror whose proposal represents the best value after evaluation in accordance with the criteria set forth in this solicitation.

M.2.2 EVALUATION FACTORS

There are three evaluation factors for this procurement: Mission Suitability, Past Performance, and Cost/Price. A general definition of these factors may be found at NFS 1815.304, "Evaluation Factors and Significant Subfactors." Specific information regarding each factor is provided below:

(a) The Mission Suitability factor establishes the Offeror's technical and management approaches, the organizational/management structures to be used, and the key people and positions that will be employed to achieve its technical commitments. Mission Suitability constitutes the "what" and "how" of the proposal. Through Past Performance, the Offeror has an opportunity to articulate, through examples, its experience and quality of performance in implementing its technical and management approaches. Accordingly, Past Performance provides insight into how well the contractor has "done what it said it would do" on comparable efforts. Cost/Price ensures that the anticipated cost of meeting the government's requirements is based on sound accounting practices and represents accurate characterization of costs incurred under the awarded contract. The overall Mission Suitability Factor will be numerically scored, and the Mission Suitability Subfactors will be rated by adjective and numerically weighted and scored in accordance with NFS 1815.305(a)(3), "Technical Evaluation," and the following table:

ADJECTIVAL RATING	DEFINITIONS	PERCENTILE RANGE
Excellent	A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.	91-100
Very Good	A proposal having no deficiency and which demonstrates overall competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist.	71-90
Good	A proposal having no deficiency and which shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not offset by strengths do not significantly detract from the Offeror's response.	51-70

Fair	A proposal having no deficiency and which has one or more weaknesses. Weaknesses outbalance any strengths.	31-50
Poor	A proposal that has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.	0-30

Overall, the offeror’s Mission Suitability proposal will be evaluated based on the offeror’s ability to fulfill the technical and management oversight requirements while meeting quality, schedule, and safety requirements. The compatibility between the proposed technical approach and proposed total compensation to accomplish the work will be an important consideration in the evaluation of this factor. In addition, proposal risk will be evaluated with respect to cost and performance or technical and managerial aspects.

(b) Past Performance Factor. This factor indicates the relevant quantitative and qualitative aspects of each offeror’s record of performing services or delivering products similar in size, content, and complexity to the requirements of the current acquisition. This factor provides an opportunity to evaluate the quality of goods and services provided by the offerors to the agency and other organizations as either a prime or subcontractor.

The Past Performance evaluation assesses the contractor’s performance under previously awarded contracts. The past performance evaluation is an assessment of the Government’s level of confidence in the offeror’s ability to perform the solicitation requirements. The past performance evaluation shall be in accordance with FAR 15.305(a)(2) and 1815.305(a)(2). When applying the definitions below to arrive at a confidence rating, the SEC’s evaluation shall clearly document each Offeror’s relevant past performance and the currency of the past performance to assess the Offeror’s overall confidence rating assigned. Past Performance shall be evaluated for each offeror using the following levels of confidence ratings:

Definitions of Confidence Ratings

Very High Level of Confidence

The Offeror’s relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror’s performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort. ** (One or more significant strengths exist. No significant weaknesses exist.)

High Level of Confidence

The Offeror’s relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the Offeror’s performance record, there is a high level of confidence that the Offeror will successfully perform the required effort. ** (One or more significant strengths exist. Strengths outbalance any weakness.)

Moderate Level of Confidence

The Offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort. ** (There may be strengths or weaknesses, or both.)

Low Level of Confidence

The Offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror's performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary in order to achieve contract requirements. ** (One or more weaknesses exist. Weaknesses outbalance strengths.)

Very Low Level of Confidence

The Offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which, adversely affect overall performance. Based on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort. ** (One or more deficiencies or significant weaknesses exist.)

Neutral

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

(c) Cost/Price Factor. This factor is used to assess what each Offeror's proposal will cost the Government should it be selected for award. Proposed costs are analyzed to determine the cost/price and associated risks of doing business with an Offeror based upon the Offeror's proposed approach for the proposed price. A cost realism analysis will be performed to assess the reasonableness and realism of the proposed costs. It is not numerically scored.

M.2.3 MISSION SUITABILITY FACTOR

(a) Through the Mission Suitability Factor, the SEC seeks to determine that the Offeror demonstrates a thorough understanding of the work that is expected to be accomplished. The SEC is primarily interested in the entities (an entity is defined as an organization such as a division or branch of a corporation, or a parent, subsidiary, or affiliate of the corporation) actually performing the work with regard to their formal training, technical expertise and capability to perform. Information submitted in Volume I of the proposal that is not relevant to the Mission Suitability factor will not be evaluated, except that if the SEC determines that a proposal does not adequately demonstrate that the Offeror will be able to perform the work with the resources proposed, the SEC may determine this to be a mission suitability weakness as well as require an adjustment for probable cost. This integration between mission suitability findings and probable cost adjustments is critical to accomplishing cost realism. The overall Mission Suitability Factor will be numerically scored, and the Mission Suitability Subfactors will be rated by adjective and numerically weighted and scored.

(b) The Offerors will be evaluated and scored based on the following Mission Suitability subfactors: Technical Understanding, Management Approach, Safety and Health Plan, and Small Business Utilization.

M.2.3.1 Technical Understanding (Subfactor)

(a) The narrative will be evaluated based on the completeness with respect to elements listed in Section L, degree of understanding of the functions and tasks to be performed and the different disciplines involved, and how these disciplines are to be applied to current and future NASA programs and projects supported by this contract. The Offeror's understanding of the technical functions identified in the SOW and the soundness, technical merit, innovativeness, efficiency, and effectiveness of the Offeror's proposed plan for accomplishing the requirements will be evaluated. Simply restating the SOW will be unacceptable and evaluated as such.

Specifically, the following will be evaluated:

- Your understanding of the critical issues involved in conducting advanced air traffic management research and development with a focus on software design, development, testing, integration, and maintenance.
- Your understanding and approach to meeting SOW requirements not addressed in the specific model designs.
- How the proposal highlights not only software design and development, testing and integration, but also include system engineering, project management, technical writing, and other functions necessary to complete projects as required.
- The Offeror's approach for an ACES ATM model development process that will enhance workflow, increase productivity, improve quality and reduce cost.
- How the proposal highlights innovative approaches, the justification for such an approach and the expected advantage to the Government.
- The Offeror's approach to identify, report and resolve typical problems that may be encountered in satisfying the requirements of the SOW.
- The Offeror's approach to identify areas of potential risk to the successful fulfillment of the requirements and approaches for minimizing their impact.

(b) The Offeror's demonstration of its understanding of the technical requirements in Section 7.5 will be evaluated, specifically:

- The Offeror's approach to concept modeling for the following three models: ASDO, PBS, and the model chosen by the offeror from the remaining list described in Section 7.5 in the SOW.
- For the three submitted sample model designs, the offeror's explanation of its approach to task execution and whether that approach not only meets stated requirements but also maximizes the technical output and benefit to the Government.
- The Offeror's development of the three models to meet the following:
 - Inclusion of a high-level design that describes the key functions and activities that must be represented and how they interact.
 - Inclusion, where relevant, interactions with other models or services in the overall system design.
 - Identification of the challenges in developing the models. For example, challenges could include changing requirements to accommodate changes in research goals, problems with acquisition of data, problems with managing

multi-disciplinary staff, difficulties with logistics such as scheduling meetings with staff from different time zones, etc.

- Identification of which aspects of the design, if any, may be particularly challenging to implement and explain why (e.g., software/hardware constraints, data availability and/or aspects of the concept being modeled).
- Extra consideration will be given for additional details provided in a proposal. These are details that go beyond those included in the example provided (Weather Avoidance) but are within the scope of the SOW.
- Use of generic terminology for functions and modeling variables proposed designs.

The three sample model designs will be evaluated as to whether they illustrate the Offeror's understanding of ATM operations and its expertise in the development of complex system simulations.

(c) The Offeror's approach to safety issues and quality assurance and its understanding of NASA guidelines and procedures will be evaluated.

(d) The Government will evaluate any exceptions, qualifications, or changes to the SOW proposed by the Offeror.

M.2.3.2 Management Approach (Subfactor)

(a) The Offeror's proposed management and business approaches to coordinate, perform, integrate, control, and accomplish the requirements of the SOW through the life of the contract will be evaluated with consideration of the following:

- The Offeror's labor category definitions, including years of experience, education, technical expertise, etc., for each of the labor categories proposed.
- Whether defined skill levels and the proposed skill mixes are appropriate and necessary for performance of the SOW tasks.
- Extent to which offeror plans to use personnel from its own organization, make new hires, or obtain personnel from other sources, with the percentage each source contributes to the total work force.
- Extent of commitment and availability of key personnel and describe any recruitment and employment methods to be used.
- Appropriateness and reasonableness of the offeror's proposal for key personnel for specific tasks in the SOW, and education, experience, publications, participation in technical societies, awards, patents, and extent and applicability of related experience of all key personnel.
- The Offeror's identification of any issues or shortcomings in providing technical competence in an area of the SOW and any explanation given as to how this limitation will be corrected.
- The Offeror's experience in air traffic management simulation and modeling and software development project management.
- The Offeror's identification of computer facilities and equipment to be used to satisfy requirements in the SOW.

- The Offeror's description of its approach to implementing an integrated, cost-effective plan to perform the work detailed in the SOW.

(b) The Government will evaluate the Offeror's Management Plan, including its proposed organizational structure and whether it addresses all functional elements in the SOW and their interrelationships as follows:

- Supervisory responsibility, lines of authority within the prime contract and with subcontracts or cooperative business partners, and relationships to other entities.
- Explanation of who will perform the work, who will have authority over the contract, and who has overall contract management authority.
- How the Offeror proposes to manage the changing requirements and priorities inherent in a research environment, and the multiple development tasks likely to be ongoing at any time.
- The Offeror's proposed subcontracting and or cooperative business arrangements, their operational and technical benefits to NASA, and the effectiveness of the proposed approach for managing these arrangements to ensure meeting the requirements of the SOW.

(c) The Government will evaluate whether and how well the Offeror describes its proposed human resources activities that will support the effective hiring, retention, and motivation of qualified technical personnel

(d) The Government will evaluate the Offeror's plans for tracking and controlling work and for supervising and monitoring performance including methods for monitoring, maintaining and enhancing the quality of any task deliverables.

(e) The Government will evaluate the Offeror's Organizational Conflicts of Interest Avoidance Plan provided in its proposal, including whether and how well the Plan describes the Contractor's procedures to ensure that all safeguards are in place to maintain control, handling and non-disclosure of sensitive data in conformance with contract requirements, and addresses all the requirements identified in Section H, paragraph H.14 (*Organizational Conflicts of Interest and Limitation on Future Contracting*) and in NFS 1852.237-72, *Access to Sensitive Information* (Section I) relative to the offeror's understanding and proposed methodology for implementation of the above contract requirements.

M.2.3.3 Safety and Health Plan (Subfactor)

The Offeror's Safety and Health Plan will be evaluated to ensure that industry and government standards for employee safety and health are being followed and that the company is able to attract and retain qualified personnel.

M.2.3.4 Small Businesses Utilization (Subfactor)

(a) The evaluation of Small Business Subcontracting applies to all Offerors. Although small business concerns are not required to submit a Small Business Subcontracting Plan as required by FAR clause 52.219-9, *Small Business Subcontracting Plan* and its *Alternate II*, NASA will evaluate small business subcontractor participation to the extent that subcontracting opportunities exist.

(b) The evaluation of SDB participation applies to all Offerors except SDB Offerors unless the SDB Offeror has waived the price evaluation adjustment factor by completing paragraph (c) of FAR clause 52.219-23. The waiver, if elected, makes the particular SDB Offeror INELIGIBLE for the price evaluation factor adjustment but ELIGIBLE for the “evaluation credit” (points) associated with the SDB participation described in Section M.

M.2.3.4.1 Small Business Subcontracting

(a) The Small Business Subcontracting Plan will be evaluated in terms of the Offeror’s proposed subcontracting goals (overall subcontracting goals and individual subcontracting goals by category) in comparison to the Contracting Officer’s assessment of the appropriate subcontracting goals for this procurement. The Small Business Subcontracting Plan will also be evaluated in terms of the reasonableness and soundness of the Offeror’s independent assessment to achieve the proposed overall subcontracting goals and the individual subcontracting goals by category. The evaluation will include the reasonableness of rationale for any goal that is less than the Contracting Officer’s recommended goal for any category, the reasonableness of efforts made to establish a goal for that category, as well as on-going efforts, if any, the Offeror plans during performance to increase participation in that category. This evaluation of the Small Business Subcontracting Plan will be on the basis of total contract value. The Small Business Subcontracting Plan will also be evaluated in terms of meeting the requirements of FAR 19.704 Subcontracting Plan Requirements.

(b) Additionally, NASA will evaluate:

(1) The reasonableness and quality of the rationale provided to substantiate the proposed goals in the Small Business Subcontracting Plan.

(2) For small businesses not required to submit a Small Business Subcontracting Plan, the extent, reasonableness, and quality of small business subcontracting participation to the extent that subcontracting opportunities exist.

(3) The reasonableness and quality of the rationale specific to work that will be performed by the small business subcontractor(s). NASA will also evaluate the extent to which SB concerns are specifically identified and the extent of commitment to use SB firms (for example, enforceable commitments vs. non-enforceable commitments.)

(4) The reasonableness and quality of any proposed plans to phase in contracting to SB concerns.

(5) The quality of Offeror’s past performance in small business utilization as an indicator of commitment to utilize small business concerns.

(6) The reasonableness and quality of information demonstrating the extent of commitment to utilize small business concerns and to support their development.

M.2.3.4.2 Small Disadvantage Business (SDB) Participation:

(a) Separately from Small Business Subcontracting, NASA will evaluate SDB Participation.

(b) NASA will evaluate the reasonableness of proposed target SDB participation in the approved NAICS Industry Subsectors against total contract value.

(c) Additionally, NASA will evaluate other information as follows only to the extent that it pertains to SDBs in the authorized NAICS Industry Subsectors:

(1) The reasonableness and quality of the rationale provided to substantiate the proposed targets for SDB participation.

(2) The reasonableness and quality of the rationale specific to work that will be performed by the SDB(s). This will include favorable consideration of work subcontracted to qualified SDB(s) in high technology areas. NASA will also evaluate the extent to which SDB concerns are specifically identified and the extent of commitment to use SDB firms (for example, enforceable commitments vs. non-enforceable commitments.)

(3) The reasonableness and quality of any proposed plans to phase in contracting to SDB concerns.

(4) The quality of the Offeror's past performance in SDB utilization as an indicator of commitment to utilize SDBs.

(5) The reasonableness and quality of the Offeror's planned procedures and organizational structure for SDB outreach, assistance, counseling, market research and SDB identification, and relevant purchasing procedures. Procedures and structure will also be evaluated from the standpoint of ensuring attainment of the SDB targets.

(6) Any SDB subcontracting incentives earned as an indicator of commitment to utilize SDBs.

M.2.4 PAST PERFORMANCE FACTOR

By acquiring and reviewing information from a variety of sources, the Government will evaluate each Offeror's suitability to fulfill the requirements of this contract. The Government will evaluate the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the Offeror and major subcontractors. Specifically, the Government will evaluate information on past and current performance regarding relevant technical performance, relevant contract management, and other information.

The explanations and amounts of cost growth will be evaluated. The reasons for any terminations for default, environmental or safety violations and schedule slips will also be evaluated.

(a) The Government will review recent and active contracts (as defined in Section L.12.2), to determine the relevancy of the experience to the work anticipated to be performed under this proposed contract. The past performance of the Offeror and major subcontractors will be thoroughly evaluated in the following areas: Relevant Technical Performance, Relevant Contract Management, and Other Information. The Government will also evaluate other information submitted by the Offeror and major subcontractors as well as information from other sources as described in Section L.

Relevant Technical Performance

The Government will review relevant recent and active contracts to assess the quality of the technical work performed under those contracts. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general

trends in performance of the Offeror and major subcontractors. In evaluating technical performance, consideration will be given to the following:

- Compliance with technical requirements
- Contractor flexibility and effectiveness in dealing with changes to technical requirements
- Innovative and resource efficient solutions to satisfy technical requirements
- Problems encountered and the corrective actions taken

Relevant Contract Management

The Government will evaluate the Offeror's and major subcontractors' recent and current performance in the area of contract management. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the Offeror and major subcontractors. In evaluating contract management, consideration will be given to the following:

- Record of conformance with the terms and conditions of contracts
- Schedule compliance at the project level
- Cost performance at the project level
- Staffing effectively with appropriate skill mixes
- Any overruns in direct and indirect overhead rates and their impact on overall cost performance
- Information related to the timely and fair implementation and/or negotiation of contract changes
- Safety record
- Evidence of effective interface with customers and users
- Subcontract management
- The management of both small and large tasks as well as the management of a large number of varied tasks simultaneously
- The human resources activity and history of effectively hiring, retaining, and motivating quality personnel
- The response to work as assigned and the completion of work plans

Other Information

The Government will evaluate the following for all relevant contracts and for all contracts completed within the last three years or active for at least one-year (not just reference contracts):

- Past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement.
- Significant awards and certifications received.
- For Award Fee or Incentive Fee contracts the fee results by evaluation period.
- For each cost-type contract, the amounts and explanations for cost underruns or overruns, if any. The amounts and explanations for any cost savings or growth resulting from deletions or extensions to the period of performance, for work added/deleted to the scope of the contract, and for performance that cost more or less than originally predicted or estimated.
- Improved quality performance and the metrics used to measure the improvement.
- Identification and explanation of any serious performance problems, any termination for default, any environmental violations, and any cited safety violations.

- Financial Statements, including income statement and balance sheets, for the past three years.

(b) The Government reserves the right to evaluate past performance information from other subcontractors that may be deemed critical by the Government, and from entities that will substantially contribute to the proposed contractor, or have the potential to significantly impact performance of the proposed contract.

(c) If an Offeror does not have any relevant past performance history as determined herein, it will not be evaluated favorably or unfavorably, and will be given a neutral score.

M.2.5 COST/PRICE EVALUATION FACTOR

(a) The cost evaluation will be conducted in accordance with FAR 15.305(a)(1) and NFS 1815.305(a)(1)(B) and (C).

(b) Offerors should refer to FAR 2.101(b) for a definition of "cost realism" and to FAR 15.404-1(d) for a discussion of "cost realism analysis" and "probable cost." The terms "proposed and probable cost" are exclusive of fee. Any proposed fee is not adjusted in the probable cost assessment.

(c) The Government will determine the Probable Cost of each Offeror's overall proposed cost by evaluating the cost realism of the proposed costs in Attachment J.1(b)5 to ensure the Offeror understands the magnitude and complexity of the effort. This will include an evaluation of the extent to which proposed costs indicate a clear understanding of the SOW requirements, and reflect a sound approach to satisfying those requirements. This assessment will consider the definition of labor categories and its plans to use personnel from its own organization, make new hires, or obtain personnel from other sources. Cost information supporting a cost judged to be unrealistic and the technical/management risk associated with the proposal will be quantified by the Government evaluators and included in the assessment for each Offeror. The probable cost will be computed using each Offeror's proposed indirect cost ceiling rates in Attachment J.1(b)5. Offerors' proposed fixed fee dollars in Attachment J.1(b)5 will be used in computing probable cost.

(d) Probable costs will be given a confidence level rating of "High," "Medium," or "Low" in accordance with NFS 1815.305(a)(1), "Cost or price evaluation." A cost realism analysis will be performed on the overall cost proposed for the contract. The Government will evaluate the realism of each Offeror's proposed costs to ensure the Offeror understands the magnitude and complexity of the contract. This will include an evaluation of the extent to which proposed costs indicate a clear understanding of requirements, and reflect a sound approach to satisfying those requirements. This assessment will consider technical/management risks identified during the evaluation of the proposal and associated costs. If the SEC determines that a proposal does not adequately demonstrate that the Offeror will be able to perform the work with the resources proposed, the SEC may determine this to be a Mission Suitability weakness as well as an adjustment for probable cost. A lack of cost realism may generate a Mission Suitability weakness.

(e) Evaluation of options shall not obligate the Government to exercise such options.

(End of provision)

M.3 WEIGHTING AND SCORING

(a) The essential objective of the proposal process is to identify and select the proposal which represents the best value after evaluation in accordance with the criteria set forth in this solicitation.

(b) The Offeror's Mission Suitability proposal will be evaluated based on the Offeror's ability to fulfill the technical requirements while meeting quality, schedule, and safety requirements and the Offeror's management and business approaches. The compatibility between the proposed technical and management approaches, and the overall resources proposed to accomplish the work, will be an important consideration in the evaluation of this factor. In addition, proposal risk will be evaluated with respect to cost, performance, technical approach, and management approach.

The overall Mission Suitability Factor shall be numerically scored, and the Mission Suitability subfactors will be rated by adjective and numerically weighted and scored. The adjectival rating percentages in 1815.305(a)(3)(A) shall be applied to the subfactor weight to determine the point score.

The other factors (i.e., Past Performance and Cost/Price) are not similarly weighted and scored. Past Performance is assigned a level of confidence rating. Cost/Price will be evaluated for realism, a probable cost adjustment will be made if appropriate, and a confidence level rating will be assigned. The Source Selection Authority's (SSA) decision will be based on a comparative assessment of proposals pursuant to source selection criteria prescribed by this solicitation. While the SSA may use reports and analyses prepared by others, the source selection decision will represent the SSA's independent judgment.

(c) Of the evaluation factors identified above, Mission Suitability is somewhat more important than Past Performance, and Past Performance is significantly more important than Cost. The Mission Suitability and Past Performance factors, when combined, are significantly more important than Cost. Offerors should note that items within any factor, if found to be unsatisfactory, may be the basis for rejection of an offer.

(d) The numerical weights assigned to the subfactors are indicative of the relative importance of those evaluation areas. The Mission Suitability subfactors to be evaluated are weighted for purposes of assigning numerical scores as follows:

<u>Subfactor</u>	<u>Assigned Weight</u>
Technical Understanding	475 Points
Management Approach	325 Points
Safety and Health Plan	50 Points
Small Business Utilization	<u>150 Points</u>
Total Possible Points	1000 Points

(End of provision)

[END OF SECTION]